

ASSET PURCHASE AGREEMENT
Dated as of _____, 2015 by and among

**Renault Winery, Inc., Tuscany House LLC, Renault Golf, LLC, Renault Winery
Properties, LLC, and Renault Realty Co., LLC**
AS SELLERS

AND

AS PURCHASER

EXHIBITS:

- Exhibit A Form of Assignment and Assumption Agreement
- Exhibit B Form of Bill of Sale
- Exhibit C List of Proposed Assumed Contracts
- Exhibit D Form of Sale Order

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made as of this ___ day of _____, 2015 by and among _____, a _____ as purchaser ("Purchaser"), and Renault Winery, Inc., Tuscany House LLC, Renault Golf, LLC, Renault Winery Properties, LLC, and Renault Realty, LLC, as sellers (each individually a "Seller," collectively "Sellers," and, together with Purchaser, the "Parties").

WITNESSETH:

A. On November 13, 2014 Sellers filed voluntary Petitions for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court;

B. Sellers will continue, prior to the Closing (as defined below), in the possession of their respective assets and in the management of their respective businesses pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

C. Purchaser desires to purchase the Assets (defined below) from Sellers, and Sellers desire to sell the Assets to Purchaser subject to and in accordance with the terms of this Agreement, and in accordance with and subject to the Bid Procedures, the Bid Procedures Order and the Sale Order (each as defined below), pursuant to Sections 105, 363 and 365 of the Bankruptcy Code;

D. The purchase by Purchaser of the Assets and the assumption by Purchaser of the Assumed Liabilities are being made at arm's length, in good faith and without intent to hinder, delay or defraud creditors of Sellers.

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

SECTION 1 **DEFINITIONS**

Whenever used in this Agreement, the following words and phrases shall have the respective meanings ascribed to them as follows.

"Accounts Receivable" means all accounts receivable of Sellers and other rights to payment (whether current or noncurrent) outstanding as of the Closing Date, including in respect of goods shipped, products sold, licenses granted, services rendered or otherwise associated with the businesses of Sellers, and all claims, remedies and/or causes of action related to the foregoing.

"Action" means any demand, claim, action, suit, proceeding, arbitral action or criminal prosecution by or before any Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly

controls, is controlled by or is under common control with such Person. For purposes of this definition “control” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” means this agreement.

“Alternative Transaction” has the meaning set forth in Section 5.7.

“Ancillary Agreements” means, together, the Assignment and Assumption Agreement, and the Bill of Sale.

“Assets” means all of Sellers’ tangible and intangible assets and properties of every kind and description existing as of the date hereof (real and personal property) including, without limitation those Assets set forth in Section 2.1 (including any executory contracts and leases that Purchaser elects to assume and the Lifetime Golf Membership Contracts), except that the Assets do not include any personal property of any Seller that is used or consumed in the Ordinary Course of Business of Sellers during the Pre-Closing Period. Notwithstanding the foregoing, the Assets do not include the Excluded Assets. With respect to any property leased by or licensed to any Seller, the Term “Assets” shall include only the Seller’s leasehold interest or license rights, and shall not include any ownership interest in the property that is leased or licensed.

“Assignment and Assumption Agreement” means that certain assignment and assumption agreement to be entered into at Closing, substantially in the form attached hereto as **Exhibit A**.

“Assignment Motion” has the meaning set forth in Section 2.1.

“Assumed Contracts” means the Proposed Assumed Contracts that the Bankruptcy Court has approved to be assumed by the Sellers and assigned to Purchaser.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Avoidance Actions” means all causes of action arising under Chapter 5 of the Bankruptcy Code.

“Bankruptcy Cases” means Sellers’ cases under Chapter 11 of the Bankruptcy Code commenced by the filing of the Petitions in the Bankruptcy Court. et seq.

“Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. “Bankruptcy Court” means the United States Bankruptcy Court for the District of New Jersey.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

“Bid Procedures” means bid procedures approved by the Bankruptcy Court pursuant to the Bid Procedures Order.

“Bid Procedures Order” means the order of the Bankruptcy Court entered on September 2, 2015 approving bid procedures to govern the sale of the Assets and assumption of the Assumed Liabilities, including any subsequent modifications thereof by the Bankruptcy Court.

“Bill of Sale” means that certain bill of sale to be executed by the Parties at Closing with respect to the Assets, substantially in the form attached hereto as **Exhibit B**.

“Businesses” means the businesses conducted by the Sellers, which include a hotel, restaurant, winery, banquet facility, and a golf course.

“Business Day” means a day other than a Saturday, Sunday or any other day on which commercial banks located in New York, N.Y are required or authorized to be closed for business.

“Claim” means any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, known or unknown.

“Closing” has the meaning set forth in Section 11.1.

“Closing Date” has the meaning set forth in Section 11.1.

“Contracts” means all commitments, contracts, leases, licenses, agreements and understandings, written or oral, relating to the Assets or the operation of the Business to which any Seller is a party or by which any Seller or any of the Assets are bound.

“Cure Amounts” means all amounts payable in connection with the cure of monetary defaults under any of the Assumed Contracts to the extent required by Section 365(b) of the Bankruptcy Code.

“Documents” has the meaning set forth in Section 2.1(f).

“Employee” means any employee of Sellers immediately prior to the Closing.

“Encumbrances” means, with respect to any and all of the Assets, any mortgage, pledge, security interest, lien, charge, lease, claim, encumbrance, option, right of first refusal, and Debtors’ ownership interest.

“Environmental Laws” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq.; the Safe Drinking Water

Act, 42 U.S.C. §§ 300f through 300j, and all similar Laws (including implementing regulations) or Orders of any Governmental Authority having jurisdiction over the Assets in question, addressing pollution or protection of the environment or human health and safety (to the extent related to the exposure to Hazardous Materials).

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

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Governmental Authority” means any United States federal, state or local government or any foreign government, or political subdivision thereof, or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body.

“Hazardous Materials” means (a) any petrochemical or petroleum products, radioactive materials, asbestos, polychlorinated biphenyls, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “contaminants” or “pollutants” or words of similar meaning and regulatory effect, which is prohibited, limited, or regulated by any applicable Environmental Law.

“Inventory” means all inventory (including finished goods, supplies, work in progress, spare, replacement and component parts) to the extent used in connection with the Businesses, maintained or held by, stored by or on behalf of, or in transit to, any of Sellers and to which Sellers have title.

“Law” means any federal, state, local or foreign statute, law, code, ordinance, Order, rule, regulation, common law requirement, policy, guideline or agency requirement of or undertaking to or agreement with any Governmental Authority.

“Liability” means any unsatisfied debt, liability, obligation, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, or obligation of any kind, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed, including all costs and expenses relating thereto.

“Lifetime Golf Membership Contracts” means those certain five contracts between Renault Golf LLC and third parties, which entitle the third parties (and in certain instances other family members) to lifetime use of the golf course together with other benefits.

“Loss” means, without duplication, any liability or obligation, whether accrued, fixed, known or unknown, absolute or contingent, matured or unmatured or determined or determinable, loss, cost, claim, action, cause of action, judgment, award, or expense (including reasonable attorneys’, accountants and other professional advisors’ fees and expenses) or damage, and losses or costs incurred in investigating, defending or settling any claim, action or cause of action

described above, whether or not the underlying claim, action or cause of action is actually asserted or is merely alleged or threatened.

“Material Adverse Effect” means any event, circumstance, change, occurrence or state of facts that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Businesses, financial condition or results of operations of Sellers, taken as a whole; provided, however, that in determining whether there has been a Material Adverse Effect, any effect, event, circumstance, change, occurrence or state of facts to the extent attributable to any of the following shall be disregarded: (i) any change in the general political, economic or business condition, including the commencement, continuation or escalation of war, acts of terrorism, natural disasters or acts of God; (ii) any change in financial or capital markets, including interest rates or currency exchange rates, and the industry in which Sellers are engaged; (iii) the taking of any action required to be taken by a Party under the terms of this Agreement or consented to by the other Party to this Agreement, (iv) the announcement or existence of this Agreement or the Transactions, including effects on relationships, contractual or otherwise, with financing sources, customers, suppliers, vendors or employees or the initiation of any litigation in connection therewith; (v) the commencement of the Bankruptcy Cases or resulting from or arising in connection therewith; (vi) changes in Laws or Orders or interpretations thereof or changes in accounting requirements or principles, GAAP or any other change or effect arising out of or relating to any proceeding, Claims or Orders before a Governmental Authority; and (vii) any failure to meet any internal projections; (viii) any seasonal changes in the results of operations of Sellers.

“Material Contract” means any Contract with a customer, vendor, supplier, distributor or other counterparty that is material to the Business.

“Ordinary Course of Business” means the ordinary and usual course of normal day to day operations of the Businesses consistent with past practice.

“Order” means any order, judgment, writ, injunction, decree, settlement, stipulation, decision, ruling, subpoena, verdict or award of any Governmental Authority.

“Organizational Documents” means, with respect to any Person (other than an individual), (a) the certificate or articles of incorporation or organization and any joint venture, limited liability company, operating or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person and (b) all by-laws, voting agreements and similar documents, instruments or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.

“Parties” has the meaning set forth in the preamble.

“Permits” means all material approvals, permits, certificates, qualifications, authorizations, licenses, franchises, consents, Orders and registrations, together with all modifications, amendments, supplements and extensions thereof, of all United States federal, state and local Governmental Authorities and any other Person that are necessary for Sellers to own the Assets.

“Permitted Encumbrances” means (a) liens for real estate taxes owed with respect to any real property included in the Assets, for the period on and after the Closing Date; (b) any and all Encumbrances such as utility easements, zoning restrictions, land use or environmental regulations, and customary covenants and restrictions of record that do not materially affect the ownership of the real property or the conduct of the Businesses; and (c) Encumbrances related to Assumed Liabilities.

“Person” means any individual or corporation, association, partnership, limited liability company, joint venture, joint stock or other company, business trust, trust, organization, Governmental Authority or other entity of any kind.

“Petition Date” means November 13, 2014, the date on which Sellers filed their Petitions.

“Petitions” mean voluntary petitions for Chapter 11 bankruptcy relief.

“Pre-Closing Period” has the meaning set forth in Section 5.3.

“Pre-Closing Tax Period” means all taxable years or other taxable periods that end on or before the Closing Date and, with respect to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of such taxable year or period ending on and including the Closing Date.

“Proposed Assumed Contracts” means the contracts and leases designated by Purchaser as agreements it wants Sellers to assume and assign to Purchaser, together with the Lifetime Golf Membership Contracts, all of which are set forth on the attached **Exhibit C**.

“Providing Party” has the meaning set forth in Section 7.1(b).

“Purchase Price” has the meaning set forth in Section 2.5.

“Purchaser” has the meaning set forth in the preamble.

“Purchaser Deposit” has the meaning set forth in Section 2.6.

“Requesting Party” has the meaning set forth in Section 7.1(b).

“Sale Order” means the order of the Bankruptcy Court approving the sale of the Assets pursuant to this Agreement.

“Sellers” has the meaning set forth in the preamble.

“Tax” or “Taxes” means (i) all federal, state, local and foreign taxes, charges, fees, imposts, levies or other assessments, including income, gross receipts, excise, employment, sales, use, transfer, license, payroll, franchise, stamp, withholding, social security, unemployment, real property, personal property, alternative or add on minimum, estimated or other taxes, charges, fees, imposts, levies or other assessments, including any interest, penalties or additions thereto, whether

disputed or not, and (ii) any Liability for any items described in clause (i) payable by reason of transferee liability or operation of law (including Treasury Regulation 1.1502-6).

“Tax Return” means any report, return, information return, filing, claim for refund or other information, including any schedules or attachments thereto, and any amendments to any of the foregoing required to be supplied to a Taxing Authority in connection with Taxes.

“Taxing Authority” means any Governmental Authority responsible for the administration or the imposition of any Tax.

“Transaction Taxes” has the meaning set forth in Section 12.1.

“Transactions” mean the transactions contemplated by this Agreement and the Ancillary Agreements.

SECTION 2

PURCHASE, SALE AND ASSIGNMENT OF PURCHASED ASSETS

2.1. Sale of Assets. Subject to the terms and conditions of this Agreement, at Closing, Sellers shall sell, transfer, and assign to Purchaser, and Purchaser shall purchase from Sellers, all of Sellers’ right, title and interest in and to the Assets, free and clear of all Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) to the extent authorized by the Bankruptcy Code, including all of Sellers’ right, title and interest in and to the following:

(a) all real property and tangible personal property owned or used by any Seller including, without limitation, all machinery, equipment, computers, furniture, furnishings, fixtures, office supplies, vehicles, and tools that relate in any way to the Business;

(b) all Assumed Contracts;

(c) all Inventory;

(d) all Permits that relate in any way to the Businesses (to the extent transferrable to Purchaser), including two liquor licenses owned by the Debtors, for which Purchaser must obtain Governmental Authority approval to transfer to Purchaser;

(e) customer database, excluding any records, data, customer information or any other item that is part of such database which Sellers are prohibited by Law (or Contract) from providing to Purchaser or the transfer of which would require consent if the required consent has not been provided;

(f) subject to the exclusion in Section 2.2(f), all books and records, files, data, reports, computer codes and sourcing data, advertiser and supplier lists, cost

and pricing information, business plans, and manuals, blueprints, personnel records for Employees and other records that relate in any way to the Businesses (but excluding any personnel records with respect to former employees of Sellers, and excluding personnel records with respect to Employees which Sellers are prohibited by Law from providing to Purchaser or the transfer of which would require Employee consent) (collectively, the “Documents”);

- (g) all marketing, advertising and promotional materials;
- (h) all goodwill associated with the Businesses and/or the Assets;
- (i) all telephone and telephone facsimile numbers and directory listings used in connection with the Businesses; and
- (j) The Lifetime Golf Membership Contracts.

Exhibit C hereto sets forth the Lifetime Golf Membership Contracts and the agreements that Purchaser wants Sellers to assume and assign to Purchaser (the “Proposed Assumed Contracts”). Sellers shall take the necessary steps to seek Bankruptcy approval to assume and assign the Proposed Assumed Contracts to Purchaser. If the Bankruptcy Court Order approving Debtors’ proposed Bid Procedures includes the procedure to assume and assign executory contracts, Sellers shall follow those procedures to request Bankruptcy approval to assume and assign the Proposed Assumed Contracts to Purchaser. If the procedure to assume and assign executory contracts is not set forth in the Bid Procedures Order entered by the Bankruptcy Court, then Sellers shall file a motion with the Bankruptcy Court, seeking authority to assume and assign the Proposed Assumed Contracts to Purchaser (the “Assignment Motion”). The Assignment Motion shall include a schedule of the Proposed Assumed Contracts together with the Cure Amounts relating thereto, and shall be served on the counterparties to the Proposed Assumed Contracts. Purchaser expressly acknowledges and agrees that, notwithstanding anything contained in this Agreement to the contrary, (x) any hearing to authorize the assumption and assignment to Purchaser of any Proposed Assumed Contract shall be scheduled at a date and time determined by the Bankruptcy Court (which may be a date subsequent to the Closing Date) and (y) Purchaser’s obligation to pay the Purchase Price and consummate the Transactions on the Closing Date is not conditioned on or affected in any way by the timing of such hearing or the outcome thereof. The following Contracts are included in the Excluded Assets: (i) all Contracts that are not Proposed Assumed Contracts, and (ii) any Proposed Assumed Contract that the Bankruptcy Court does not permit to be assumed and assigned to the Purchaser.

2.2. Excluded Assets. Notwithstanding the generality of Section 2.1 the following assets are not a part of the sale and purchase contemplated by this Agreement, and are excluded from the Assets (collectively, the “Excluded Assets”):

- (a) any and all Contracts other than the Assumed Contracts;
- (b) all Accounts Receivable;

- (c) the Purchase Price and all other cash in Sellers' possession;
- (d) all Avoidance Actions;
- (e) all proceeds and claims for refund or credit of Taxes and other Governmental Authority charges of whatever nature, and any other Tax benefits, arising out of or attributable to any period of time in the Pre-Closing Tax Period;
- (f) all books and records of Sellers, including financial records, minute books, stock transfer books, any corporate seals of Sellers and all other corporate books and records relating to Sellers' organization and existence, and Documents (i) related to any Excluded Assets or Excluded Liabilities (including, without limitation, those which are subject to attorney-client or other privilege), (ii) which Sellers are required by Law to retain in its possession, (iii) prepared primarily in connection with the Transactions, (iv) relating to personnel records of current or former employees of Sellers who do not become employees of Purchaser, (v) relating to personnel records of Employees but which Sellers are prohibited by Law (or Contract) from providing to Purchaser or the transfer of which would require Employee consent or (vi) any records, data, customer information or any other item that is part of the customer database which Sellers are prohibited by Law (or Contract) from providing to Purchaser or the transfer of which would require consent if the required consent has not been provided;
- (g) all Claims, rights of action, suits or proceedings, whether in Law or in equity, whether known or unknown, that Sellers or Sellers' bankruptcy estates may hold against any third party;
- (h) all tax sale certificates owned by any of the Sellers;
- (i) all rights or assets of any Seller relating to any employee benefit plan and all rights or assets of any employee benefit plan (including any insurance policies, annuity contracts or assets held in trust) sponsored, maintained or contributed to by any Seller for the benefit of its current or former employees.

2.3. Assumed Liabilities. Notwithstanding anything to the contrary in this Agreement, Purchaser shall assume only the following Liabilities of Sellers (collectively, the "Assumed Liabilities"):

- (a) all Cure Amounts with respect to the Assumed Contracts (but not any Contracts not assumed by Purchaser), including without limitation Liabilities for Deposits paid by customers to any Seller as partial payment on account of Contracts to hold events at any Seller's Businesses, but only with respect to

Contracts that are Assumed Contracts (“Customer Deposits”);

(b) all Liabilities for any Taxes in connection with any transfer of any Asset pursuant to this Agreement (to the extent not exempted pursuant to applicable Law);

(c) all Liabilities relating to ownership or use of the Assets or otherwise relating to the Business that arise after the Closing; and

(d) all Liabilities for Taxes arising out of or attributable to the operation of the Businesses on and after the Closing Date.

2.4. Excluded Liabilities. Purchaser will assume the Assumed Liabilities, but will not assume the Liabilities of Seller that are not Assumed Liabilities (collectively, the “Excluded Liabilities”).

2.5. Purchase Price. The aggregate purchase price for the Assets (the “Purchase Price”) shall equal the sum of: (i) _____ Million _____ Hundred Thousand (\$_____,000,000) Dollars in cash, plus (ii) cash in an amount equal to the value of Sellers’ Inventory on the Closing Date (which amount shall be equal to Sellers’ cost to purchase such Inventory), plus (iii) the assumption and payment of the Assumed Liabilities. The cash portion of the Purchase Price shall be paid at Closing.

Notwithstanding anything herein to the contrary, Purchaser shall be entitled to a credit against the cash portion of the Purchase Price in an amount equal to the Customer Deposits relating to Assumed Contracts; if the Bankruptcy Court has not issued a ruling with respect to assumption and assignment of the Proposed Assumed Contracts as of the Closing Date, Purchaser shall pay Sellers the full cash portion of the Purchase Price, and Sellers’ attorneys shall hold in escrow an amount equal to the Customer Deposits, pending the Bankruptcy Court’s ruling with respect to the Proposed Assumed Contracts. When the Bankruptcy Court issues its ruling with respect thereto, the Customer Deposits shall be released from escrow and (a) Purchaser shall be paid from those Deposits an amount equal to Deposits made on account of Assumed Contracts, and (b) the balance of the Customer Deposits shall be paid to Sellers. Purchaser acknowledges that Sellers are not holding any Customer Deposits in connection with any of the Lifetime Golf Membership Contracts.

2.6. Purchaser Deposit. Upon execution of this Agreement Purchaser is depositing \$ _____ cash with Equity Partners HG LLC (“Escrow Agent”) as escrow agent (the “Purchaser Deposit”), which Purchaser Deposit shall be released by the Escrow Agent and delivered to either Purchaser or Sellers as follows:

(a) If the Closing shall occur, then the Purchaser Deposit, together with all accrued interest thereon, shall be applied in accordance with Section 11.1(b) hereof towards the cash portion of the Purchase Price payable by Purchaser hereunder;

(b) If this Agreement is terminated by Sellers pursuant to Section 11.2(b), then the Purchaser Deposit shall be delivered to Sellers, who shall be entitled to (i) retain the Deposit, and (ii) pursue any and all other remedies that Sellers may have against Purchaser with respect to any breach or violation by Purchaser under this Agreement; and

(c) If this Agreement is terminated for any reason, other than by Sellers pursuant to Sections 11.2(b), then the Purchaser Deposit shall be returned to Purchaser together with all accrued interest thereon.

Purchaser shall provide to Escrow Agent, at least twenty-four hours before the scheduled Closing, a written instruction in form and substance reasonably acceptable to Sellers, instructing Escrow Agent to release the full amount of the Purchaser Deposit to Escrow Agent by way of a wire transfer to an account designated by Escrow Agent or Sellers' attorneys, by 10:00 a.m. on the Closing Date.

2.7. Allocation of Purchase Price. Within thirty (30) days following the Closing Date, Purchaser and Sellers shall confer and attempt to reach agreement regarding the allocation of the Purchase Price among the Assets. If the parties cannot agree on an allocation, they shall jointly retain a mutually agreeable appraiser or appraisers to allocate the Purchase Price, and all Parties shall be bound by the determination of such appraiser(s). Purchaser shall pay one-half of the fees and costs of the appraiser, and the Sellers jointly shall pay one-half of such fees and costs. Notwithstanding the foregoing, the parties have agreed to the following allocation of the Purchase Price with respect the liquor licenses included in the Assets..

Plenary retail consumption license owned by Tuscany House, LLC: \$ _____;
Plenary manufacturing license owned by Renault Winery Inc. \$ _____;

2.8. Excluded Assets and Liabilities. Notwithstanding anything to the contrary contained herein, Purchaser shall not purchase any of the Excluded Assets, nor assume any liability for any of the Excluded Liabilities.

2.9. Risk of Loss. Sellers bear the risk of loss or damage to the Assets, excepting ordinary wear and tear, until the Closing is concluded.

SECTION 3 **REPRESENTATIONS AND WARRANTIES OF SELLERS**

Sellers hereby jointly and severally represent and warrant to Purchaser as follows:

3.1. Organization and Good Standing. Each Seller is (a) validly existing and in good standing under the laws of the jurisdiction of its organization and (b) duly qualified to do business and in good standing in the State of New Jersey, except for such failures to be so qualified and in good standing which, individually or in the aggregate, would not be reasonably expected to have a Material Adverse Effect.

3.2. Title to Assets. Sellers are the owners of (or have valid leasehold interests in or

valid contractual rights to use, as applicable) the Assets as of the date hereof. Subject to entry of the Sale Order, Sellers have, and at the Closing Purchaser shall receive good and marketable title to the Assets, free and clear of any and all Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) to the extent authorized by the Bankruptcy Code.

3.3. Broker. Except for Equity Partners HG LLC, no broker or finder has been engaged by any Seller in connection with the Transactions. Purchaser has not engaged any broker or finder in connection with the Transactions.

3.4. Disclaimer of Other Representations and Warranties. Except as may be expressly set forth in this Agreement, Sellers make no representation or warranty, statutory, express or implied, at law or in equity, in respect of Sellers, the Assets, the Businesses or the Assumed Liabilities, and any such other representations or warranties, express or implied, are hereby expressly disclaimed. Purchaser hereby acknowledges and agrees that, except to the extent specifically set forth in this Section 3, Purchaser is purchasing the Assets on an “as-is, where-is” basis and “with all faults.” Sellers are not, directly or indirectly, making any representations or warranties regarding any pro-forma financial information, financial projections or other forward-looking statements. It is understood that any due diligence materials made available to Purchaser or its Affiliates or their respective representatives do not, and shall not be deemed to, directly or indirectly constitute or contain representations or warranties of Sellers.

SECTION 4 **REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby represents and warrants to Sellers as follows:

4.1. Organization and Good Standing. Purchaser is a _____, duly organized, validly existing and in good standing under the laws of _____, and has full corporate power and authority to execute and deliver, and carry out its obligations under, this Agreement and the Ancillary Agreements, and consummate the Transactions.

4.2. Authorization. Purchaser has all requisite power and authority to execute and deliver and carry out its obligations under this Agreement and the Ancillary Agreements, and consummate the Transactions, and is not under any prohibition or restriction, contractual, statutory or otherwise, against doing so. Each of this Agreement and the Ancillary Agreements will be duly executed and delivered by Purchaser, and, assuming due authorization, execution and delivery by each Seller, constitutes or will constitute the legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms.

4.3. No Conflicts. Subject to entry of the Sale Order, the execution, delivery and performance by Purchaser of this Agreement and each of the Ancillary Agreements and the consummation by Purchaser of the Transactions shall not, with or without the giving of notice or lapse of time, (a) violate any provision of the Organizational Documents of Purchaser, (b) violate any Law to which Purchaser is subject, or (c) conflict with, or result in a breach or default under, any term or condition of any other agreement to which Purchaser is a party or by which Purchaser is bound.

4.4. Consents and Approvals. Subject to entry of the Sale Order, the execution, delivery and performance by Purchaser of this Agreement and the Ancillary Agreements and the consummation of the Transaction do not require the consent or approval of, or filing with, any Governmental Authority. Purchaser's obligation to consummate the Transactions is not contingent upon obtaining any consent or approval from any third party.

4.5. Sufficient Funds. Purchaser has, or will have at Closing, sufficient funds, in an aggregate amount necessary to pay the cash portion of the Purchase Price, to assume and pay the Assumed Liabilities, and to consummate the Transactions. Purchaser's obligation to purchase the Assets is not contingent upon obtaining any financing.

4.6. "AS IS" TRANSACTION. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3 OF THIS AGREEMENT, SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ASSETS OR THE BUSINESSES INCLUDING, WITHOUT LIMITATION, THE CONDITION OF ANY REAL PROPERTY OWNED BY ANY OF THE SELLERS AND THE IMPROVEMENTS THEREON, OR AS TO ANY ENVIRONMENTAL CONDITIONS OR THE PRESENCE OF ANY HAZARDOUS MATERIALS. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLERS HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ASSETS OR THE BUSINESSES THAT IT DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 3 HEREOF, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS, ANALYSIS, EVALUATIONS AND INVESTIGATIONS. ACCORDINGLY, PURCHASER WILL ACCEPT THE ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

4.7. Disclaimer of Other Representations and Warranties. Except as expressly set forth in this Section 4, Purchaser does not make any representation or warranty, statutory, express or implied, at law or in equity, and any such other representations or warranties, express or implied, are hereby expressly disclaimed, and there are no other warranties, statutory, express or implied that extend beyond the warranties contained in this Agreement.

SECTION 5

CERTAIN COVENANTS OF SELLERS

5.1. Provision of Records. Sellers shall deliver to Purchaser, at Purchaser's cost, as soon as reasonably practicable following the Closing Date, any Documents in the possession of any Seller that constitute Assets, to the extent not previously delivered in connection with the Transactions, but excluding Documents that are Excluded Assets.

5.2. Receipt of Property Relating to Assets. Subject to the terms and conditions of this Agreement and applicable Law, if, following the Closing, any of Sellers shall receive any money, check, note, draft, instrument, payment or other property that is included in the Assets, such Seller shall receive all such items in trust for, and as the sole and exclusive property of, Purchaser and, upon receipt thereof, shall notify Purchaser within a reasonable amount of time of such receipt and shall remit the same (or cause the same to be remitted) to Purchaser in any reasonable manner specified by Purchaser.

5.3. Conduct of Business Pending the Closing. From the date hereof through the Closing Date or the earlier termination of this Agreement (the Pre-Closing Period), Sellers shall continue to operate the Businesses in the Ordinary Course of Business, except that Sellers may elect not to enter into any Contract which by its terms would not be fully performed before the Closing Date unless Purchaser agrees that such new Contract shall be included in the Proposed Assumed Contracts.

5.4. Access to Information. Upon reasonable notice by Purchaser and subject to the terms of the Confidentiality Agreement, Purchaser and its representatives shall have reasonable access during normal business hours during the Pre-Closing Period to the Assets and documents relating thereto, and during such period Sellers shall furnish to Purchaser, at Purchaser's expense, all information concerning the Assets as Purchaser may reasonably request. Sellers shall provide or cause to be provided to Purchaser, at Purchaser's expense and subject to the terms of the Confidentiality Agreement, such copies or extracts of Documents with respect to the Assets and Assumed Liabilities as Purchaser may reasonably request. Any inspections, examinations and audits shall be conducted during normal business hours by Purchaser's employees or agents upon reasonable advance notice. Notwithstanding anything in this Agreement to the contrary, no Seller shall be required to provide access to or to disclose information where such access or disclosure would be reasonably likely to (i) breach any agreement with any third party, (ii) constitute a waiver of or jeopardize the attorney-client or other privilege held by any Seller or (iii) violate any applicable Law.

5.5. Communication with Parties to Contracts. Upon Sellers' prior written consent, which shall not be unreasonably withheld, Purchaser may communicate with Sellers' suppliers/vendors and parties to Contracts for the purpose of discussing or renegotiating such Contracts, or establishing new agreements with such parties to be effective upon or after Closing.

5.6. Bankruptcy Action.

(a) Sellers shall comply in all material respects with all of the obligations of Sellers under the Bid Procedures Order and the Sale Order.

(b) Sellers shall use commercially reasonable efforts to comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and the Bankruptcy Rules in connection with obtaining approval of the Transactions.

(c) Sellers shall seek entry of the Sale Order in the form attached hereto as **Exhibit D**.

5.7. **Appeal of Sale Order**. If the Bankruptcy Court's entry of the Sale Order is appealed by a third party, Sellers shall use commercially reasonable efforts to defend such appeal in accordance with applicable Law, but Sellers have no obligation to file any appeal with the United States Supreme Court.

5.8. **Transfer of Permits**. Except for any Permit(s) that applicable Law does not permit Sellers to transfer to Purchaser, Sellers shall use commercially reasonable efforts to transfer any and all Permits to Purchaser, at Purchaser's expense. Upon Purchaser's request, after the Closing Sellers shall give and make all notices and reports Sellers are required to make to the appropriate Governmental Authorities and other Persons, each at Purchaser's expense, with respect to the Permits.

5.9. **Release of Encumbrances**. Sellers' obligation to deliver the Assets free and clear of any Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) is limited to Sellers making commercially reasonable efforts to obtain the Sale Order that provides for the delivery of the Assets free and clear of any Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) to the extent authorized by the Bankruptcy Code. If Purchaser desires to have any Encumbrances released and discharged other than by means of the Sale Order, Purchaser shall obtain such releases or discharges at its sole cost and expense.

5.10. **Assignability of Certain Contracts**. To the extent that the assignment to Purchaser of any Assumed Contract pursuant to this Agreement is not permitted without the consent of a third party and such restriction cannot be effectively overridden or canceled by the Sale Order or other Order of the Bankruptcy Court, then this Agreement will not be deemed to constitute an assignment of or an undertaking or attempt to assign such Contract or any right or interest therein unless and until such consent is obtained; provided, however, that the Parties will use their commercially reasonable efforts, before the Closing, to obtain all such consents.

5.11. **Rejected Contracts**. No Seller shall reject any Assumed Contract in any bankruptcy case following the date of this Agreement and prior to the Closing Date without the prior written consent of Purchaser.

5.12. **Further Assurances**. Upon the request of Purchaser, each Seller shall, at Purchaser's expense, forthwith execute and deliver such documents as Purchaser or its counsel may reasonably request to effectuate the purposes of this Agreement.

SECTION 6 **CERTAIN COVENANTS OF PURCHASER**

6.1. **Performance with Respect to the Assets and the Assumed Contracts**. Purchaser agrees that from and after the Closing Date, it shall (a) assume and pay all Assumed Liabilities, and (b) take all actions necessary to satisfy its obligations and liabilities with respect to the Assumed Liabilities (including, without limitation, under the terms and conditions of each

Assumed Contract).

6.2. Cure Amounts. Purchaser shall pay all Cure Amounts with respect to the Assumed Contracts in accordance with the Order(s) of the Bankruptcy Court approving the assumption and assignment of such Assumed Contracts to the Purchaser.

6.3. Receipt of Property Relating to Assets. Subject to the terms and conditions of this Agreement and applicable Law, if, following the Closing, Purchaser shall receive any money, check, note, draft, instrument, payment or other property which is not included in the Assets, such Seller shall receive all such items in trust for, and as the sole and exclusive property of, the Seller entitled thereto and, upon receipt thereof, shall notify Sellers within a reasonable amount of time of such receipt and shall remit the same (or cause the same to be remitted) to the entitled Seller in any reasonable manner specified by such Seller.

6.4. Further Assurances. Upon the request of Sellers, Purchaser shall, at Sellers' expense, forthwith execute and deliver such documents as Sellers or their counsel may reasonably request to effectuate the purposes of this Agreement.

SECTION 7

CERTAIN MUTUAL COVENANTS

7.1. Cooperation.

(a) Sellers and Purchaser shall each promptly give notice to the other upon becoming aware that any Action is pending or threatened by or before any Governmental Authority with respect to the Transactions. Sellers and Purchaser (i) shall cooperate with each other in connection with the prosecution, investigation or defense of any such Action, (ii) shall supply as promptly as reasonably practicable all information requested by the other, by any such Governmental Authority or by any party to any such Action that is legally required to be produced, and (iii) shall each use commercially reasonable efforts to cause any such Action to be determined as promptly as reasonably practicable and in a manner which does not impact adversely on, and is consistent with, the Transactions.

(b) After the Closing, each of Sellers and Purchaser shall use commercially reasonable efforts to provide to any other Party to this Agreement, any trustee or other bankruptcy estate representative or fiduciary and the United States Trustee (the "Requesting Party") such records and information and to make available to the Requesting Party such employees or other personnel, in each case as may be reasonably requested in writing by the Requesting Party, for the purpose of responding to governmental inquiries, making required governmental filings or defending or prosecuting any Action or other proceeding involving any Person other than the Party providing such information or records or making available such employees or other personnel (the "Providing Party") and in resolving all claims, preparing all Tax Returns, and handling all matters necessary to administer and close the Bankruptcy Cases, including assisting the Requesting Party in winding

down the bankruptcy estate of Sellers, liquidating the Excluded Assets, pursuing or processing any Action with respect to the bankruptcy estate of Sellers or the Excluded Liabilities; provided, however, that no Providing Party shall be required to (i) provide information, records or employees or other personnel under circumstances which the Providing Party believes in its sole reasonable determination may waive privilege, confidentiality or a similar protection or expose it to material liability to any Person or may prejudice any legal interest of the Providing Party, or (ii) take any action that in the Providing Party's reasonable determination unreasonably interferes with its business.

7.2. Filings and Approvals.

(a) Subject to the terms and conditions of this Agreement, each of the Parties shall use all reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations to consummate the Transactions, including using reasonable best efforts to obtain all necessary or appropriate waivers, consents and approvals, and effecting all necessary registrations and filings. Purchaser shall make or cause to be made all filings and submissions under Laws applicable to Purchaser, if any, as may be required for the consummation of the Transactions. Sellers shall make or cause to be made all such other filings and submissions under Laws applicable to any Seller, if any, as may be required for the consummation of the Transactions. Purchaser and Sellers shall coordinate and cooperate in exchanging such information and reasonable assistance as may be requested by either of them in connection with the filings and submissions contemplated by this Section 7.2. Purchaser and Sellers shall each promptly provide the other or their respective counsel with copies of all filings made by such Party with any Governmental Authority in connection with this Agreement and the Transactions.

(b) If a Party receives a request for information or documents from any Governmental Authority with respect to this Agreement or any of the Transactions, then such Party shall use its reasonable best efforts to make, or cause to be made, as soon as reasonably practicable, a response in substantial compliance with such request.

7.3. Public Statements. The Parties shall consult with each other prior to issuing any press release or making any public announcement with respect to this Agreement, the Ancillary Agreements, or the Transactions (including the financial terms hereunder and thereunder), and shall not issue any such press release or public announcement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except for press releases or public announcement as may be required by Law or judicial process. Purchaser shall not make any statement to, or otherwise communicate (whether orally or in writing) with, any employee, customer or supplier to any Seller regarding this Agreement, the Ancillary Agreements or the Transactions except for any statement or communication with respect to which Sellers shall have previously consented in writing.

7.4. Notification of Certain Matters. Sellers shall give prompt notice to Purchaser, and Purchaser shall give prompt notice to Sellers, of (a) any notice or other communication from any Person alleging that the consent of such Person which is or may be required in connection with the transactions contemplated by this Agreement or the Ancillary Agreements is not likely to be obtained prior to Closing, and (b) any written objection or proceeding that challenges the transactions contemplated hereby or the entry of the Sale Order by the Bankruptcy Court.

SECTION 8 **EMPLOYEES**

Employment of Employees. Purchaser is not obligated to make any offers of employment to Employees.

SECTION 9 **CONDITIONS TO SELLERS' OBLIGATIONS**

The obligations of Sellers to consummate the Transactions are subject to the satisfaction (unless waived in writing by Sellers) of each of the following conditions on or prior to the Closing Date:

9.1. Entry of the Sale Order. The Bankruptcy Court shall have entered a Sale Order. For avoidance of doubt, entry of a Sale order in the form attached hereto is not a condition to Closing.

9.2. Representations and Warranties. The representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, except to the extent expressly made as of an earlier date, in which case as of such earlier date.

9.3. Compliance with Agreements. Purchaser shall have performed and complied in all material respects with all covenants and agreements under this Agreement to be performed or complied with by it on or prior to the Closing Date.

9.4. No Injunctions. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation or non-appealable judgment, decree, injunction or other Order that is in effect on the Closing Date and prohibits the consummation of the Closing.

9.5. Purchaser's Closing Deliveries and Obligations. Purchaser shall have delivered all items and satisfied all obligations pursuant to Sections 11.1(b) and 11.1(c).

SECTION 10
CONDITIONS TO PURCHASER'S OBLIGATIONS

The obligation of Purchaser to consummate the Transactions is subject to the satisfaction (unless waived in writing by Purchaser) of each of the following conditions on or prior to the Closing Date:

10.1. Entry of the Sale Order. The Bankruptcy Court shall have entered a Sale Order. For avoidance of doubt, entry of a Sale order in the form attached hereto is not a condition to Closing.

10.2. Representations and Warranties. The representations and warranties of Sellers contained in this Agreement shall be true and correct on and as of the Closing Date, except to the extent expressly made as of an earlier date, in which case as of such earlier date, except, in each case, where the failure of such representations and warranties to be true and correct would not reasonably be expected to have a Material Adverse Effect.

10.3. Compliance with Covenants and Agreements. Sellers shall have performed and complied in all material respects with all covenants and agreements under this Agreement to be performed or complied with by them on or prior to the Closing Date.

10.4. No Injunctions. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation or non-appealable judgment, decree, injunction or other Order that is in effect on the Closing Date and prohibits the consummation of the Closing.

10.5. Sellers' Closing Deliveries and Obligations. Each Seller shall have delivered all items and satisfied all obligations pursuant to Section 11.1(a).

SECTION 11
CLOSING; TERMINATION

11.1. The Closing. The Closing on the sale and purchase of the Assets (the "Closing") shall be held at 10:00 a.m. on one of the following mutually agreeable dates: October 13, 14, or 15, 2015, or such later date to which the parties may agree with the consent of OceanFirst Bank (the "Closing Date"). Time is of the essence with respect to the closing. The Closing shall be held at the offices of Subranni Zaubler LLC, Willow Ridge Executive Office Park, 750 Route 73 South, Suite 307-B, Marlton, N.J., or at such other location as the Parties may agree. At the Closing, all of the Transactions shall be deemed to be consummated on a concurrent and simultaneous basis. The Closing shall be deemed effective as of 12:01 a.m. prevailing Eastern Time on the Closing Date.

(a) Sellers' Deliveries at Closing. At the Closing, Sellers shall deliver (or cause to be delivered) to Purchaser the following:

(i) the duly executed Assignment and Assumption Agreement;

- (ii) the duly executed Bill of Sale;
- (iii) a copy of the Sale Order;
- (iv) affidavits executed by each Seller organized under the laws of the United States stating that such Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Code;
- (v) a “bargain and sale” deed relating to all real property acquired as part of the Purchased Assets; and
- (vi) such other documents as Purchaser or its counsel shall reasonably require in order to effect the Transactions.

(b) Purchaser’s Payment of Purchase Price. At the Closing, Purchaser shall deliver to Sellers cash in an amount equal to the cash portion of the Purchase Price.

(c) Purchaser’s Deliveries to Sellers at Closing. At the Closing, Purchaser shall deliver (or cause to be delivered) to Sellers the following:

- (i) the duly executed Assignment and Assumption Agreement;
- (ii) a copy of resolutions of the governing body of Purchaser approving and authorizing the Transactions;
- (iii) such other documents as Sellers or their counsel shall reasonably require in order to effect the Transactions.

11.2. Termination. Anything in this Agreement to the contrary notwithstanding, this Agreement and the Transactions may be terminated in any of the following ways at any time before the Closing and in no other manner, subject to the provisions hereof:

- (a) at any time by mutual written consent of Purchaser and Sellers;
- (b) by Sellers, if Purchaser is in breach of any of its representations or is in violation or default of any of its covenants or agreements in this Agreement, which would result in a failure of a condition set forth in Section 9 and (i) which breach, violation or default is incapable of being cured, or (ii) if such breach, violation or default has not been cured or waived within ten (10) days following receipt of written notice from Sellers specifying, in reasonable detail, such claimed breach, violation or default and demanding its cure; provided, however, that Sellers (x) are not themselves in material breach of any of their representations, warranties or covenants contained herein, in the Bid Procedures Order or Sale Order, (y) send a notice of termination, and (z) specify in such notice of termination the

representation, warranty or covenant contained herein, in the Bid Procedures Order or the Sale Order which Purchaser has allegedly breached or violated;

(c) by Purchaser, if Sellers are in breach of any of their representations or in violation or default of any of their covenants or agreements herein, which would result in a failure of a condition set forth in Section 10 and (i) which breach, violation or default is incapable of being cured, or (ii) if such breach, violation or default has not been cured or waived within ten (10) days following receipt of written notice from Purchaser specifying, in reasonable detail, such claimed breach, violation or default and demanding its cure or satisfaction; provided, however, that Purchaser (i) is not itself in material breach of any of its representations, warranties or covenants contained herein, in the Bid Procedures Order or Sale Order, (ii) sends a notice of termination and (iii) specifies in such notice of termination the representation, warranty or covenant contained herein, in the Bid Procedures Order or the Sale Order of which a Seller or Sellers has allegedly breached or violated;

(d) by Sellers or Purchaser, if there shall be in effect a final non-appealable Order of a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions, but the Parties shall (subject to the limitations set forth in Section 5.7) as promptly as reasonably practicable appeal any adverse determination which can be appealed, and pursue such appeal with reasonable diligence; provided, that the Party seeking to terminate pursuant to this Section 11.2(d) shall have complied with its obligations, if any, under Section 7.1 and/or Section 7.2 in connection with such Law or Order;

(e) by Purchaser, if, as a result of an Order of the Bankruptcy Court, the Bankruptcy Cases are converted to Chapter 7 and a Chapter 7 trustee is appointed with respect to Sellers;

(f) by Sellers or Purchaser, if any secured creditor of any Seller obtains relief from the stay to foreclose on or enforce its rights against any material portion of the Assets;

(g) by Sellers, if Sellers determine based upon consultation with Sellers' counsel that proceeding with the Transaction as contemplated herein would be inconsistent with its fiduciary duties under applicable Law in light of any material event, change, development or occurrence arising after the date of this Agreement that was not previously known to Sellers;

(h) automatically upon consummation of an Alternative Transaction in accordance with Section 5.7.

11.3. Effects of Termination. If this Agreement is terminated pursuant to Section 11.2 the Parties will not proceed to Closing as provided herein, and the Purchaser Deposit shall be distributed pursuant to Section 2.6; provided, however, that notwithstanding the foregoing, (a)

nothing herein will relieve or release any Party from liability arising from any material breach by such Party of this Agreement prior to such termination, and all Parties shall be entitled to pursue any and all remedies provided for herein for any such breach, (b) if there is a dispute whether any Party's termination of this Agreement is wrongful, the Escrow Agent will continue to hold the Deposit pending agreement of the Parties or entry of a court Order directing disbursement of the Deposit, and (c) any Party may seek specific performance of this Agreement if such party asserts that the Party terminating this Agreement had not right to do so. If this Agreement is terminated as provided herein, each Party shall redeliver all documents, work papers and other material of any other Party relating to the Transactions, whether obtained before or after the execution hereof.

11.4. Frustration of Closing Conditions. Neither Sellers nor Purchaser may rely on the failure of any condition set forth in Section 9, Section 10, or any right of termination under Section 11.2, as the case may be, if such failure was caused by such Party or such Party's failure to comply with any provision of this Agreement.

SECTION 12 **TAXES**

12.1. Taxes Related to Purchase of Assets. Purchaser shall be solely responsible for the payment of any state and local sales, transfer, recording, stamp or other similar transfer taxes (collectively "Transaction Taxes") that may be imposed by reason of the sale, transfer, assignment and delivery of the Assets and not exempted under the Sale Order, along with any recording and filing fees. Purchaser and Sellers agree to cooperate to determine the amount of Transaction Taxes payable in connection with the Transactions. Sellers shall request the Bankruptcy Court to include in the Sale Order a provision exempting Sellers from any obligation to pay the New Jersey Realty Transfer Fee and any similar State transfer tax or documentary tax stamp in connection with the sale and transfer of the Assets from Sellers to Purchaser.

12.2. Cooperation. Purchaser and Sellers agree to furnish or cause to be furnished to each other, as promptly as reasonably practicable, such information and assistance relating to the Assets as is reasonably necessary for the preparation and filing of any Tax Return, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters and for the answer of any governmental or regulatory inquiry relating to Tax matters.

SECTION 13 **EXPENSES, ATTORNEYS' FEES AND BROKERS' FEES**

Expenses. Each Party shall be responsible for the payment of its own attorneys', brokers' and other fees and expenses in connection with the Transactions. For avoidance of doubt, all amounts due to Equity Partners HG LLC in connection with the Sale shall be paid by Sellers from the Sale proceeds (and payment of such amounts shall be a condition of closing provided the Bankruptcy Court has approved payment to Equity Partners as of the Closing Date).

SECTION 14
MISCELLANEOUS

14.1. Sale of Assets Subject to Bankruptcy Court Approval. This Agreement, the sale of the Assets hereunder, and Sellers' obligations and ability to perform under this Agreement are conditioned and contingent upon the Bankruptcy Court entering the Sale Order. Sellers shall use commercially reasonable efforts to obtain entry of the Sale Order.

14.2. Survival of Representations and Warranties and Covenants. Until the Closing, all representations and warranties herein or in any Ancillary Agreement shall be operative and in full force and effect. All representations and warranties and covenants contained herein or in any Ancillary Agreement shall terminate and shall not survive the Closing, except that covenants that by their terms are to be performed after Closing shall survive Closing in accordance with their terms, including without limitation those contained in Sections 5.1, 5.2, Section 6, Section 7, Section 12, and Section 13.

14.3. Entirety of Agreement; Amendments and Waivers. This Agreement states the entire agreement of the Parties with respect to the subject matter hereof, merge all prior negotiations, agreements and understandings, if any, and state in full all representations, warranties, covenants and agreements which have induced this Agreement. Each of Sellers and Purchaser otherwise makes no other representations or warranties including any implied representations or warranties. Each Party agrees that no contrary representations shall be made in its dealing with third parties. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. Subject to applicable Law, any Party may waive any right hereunder. The waiver by any Party of a breach of any provision of this Agreement on any occasion or occasions shall not operate or be construed as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

14.4. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties without the prior written consent of the other Party. No Party shall be relieved of any liability or obligations hereunder in respect of any assignment pursuant to this Section 14.4 unless such assignor has received a written release expressly releasing such assignor from any liability that may arise hereunder.

14.5. Successors and Assigns; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective heirs, personal representatives, legatees, successors and permitted assigns.

14.6. Governing Law; Jurisdiction. This Agreement shall be governed by, and

construed and enforced in accordance with, the Laws of the State of New Jersey applicable to contracts made and to be entirely performed therein, except to the extent that such Laws are superseded by the Bankruptcy Code. In the event of any controversy or claim arising out of or relating to this Agreement or the breach or alleged breach hereof, each of the Parties irrevocably (a) submits to the exclusive jurisdiction of the Bankruptcy Court, (b) waives any objection which it may have at any time to the laying of venue of any Action or proceeding brought in the Bankruptcy Court, (c) waives any claim that such Action or proceeding has been brought in an inconvenient forum, and (d) agrees that service of process or of any other papers upon such Party by certified mail at the address to which notices are required to be sent to such Party under Section 14.11 shall be deemed good and effective service upon such Party.

14.7. Gender and Number. In this Agreement, words importing the singular include the plural and vice versa and words importing a specific gender include all genders.

14.8. Headings. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

14.9. Construction. In this Agreement (a) words denoting the singular include the plural and vice versa, (b) “it” or “its” or words denoting any gender include all genders, (c) the word “including” shall mean “including without limitation,” whether or not expressed, (d) any reference to a statute shall mean the statute and any regulations thereunder in force as of the date of this Agreement or the Closing Date, as applicable, unless otherwise expressly provided, (e) any reference herein to a Section or Exhibit refers to a Section of, or Exhibit to, this Agreement, unless otherwise stated and (f) when calculating the period of time within or following which any act is to be done or steps taken, the date which is the reference day in calculating such period shall be excluded and if the last day of such period is not a Business Day, then the period shall end on the next day which is a Business Day.

14.10. Severability. If any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by applicable Law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

14.11. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made as follows: (a) if sent by registered or certified mail in the United States return receipt requested, upon receipt; (b) if sent designated for overnight delivery by nationally recognized overnight air courier (such as Federal Express), one Business Day after delivery to such courier; (c) if sent by electronic mail before 5:00 p.m. prevailing Eastern Time, when transmitted (provided receipt is confirmed); (d) if sent by electronic mail or facsimile transmission after 5:00 p.m. prevailing Eastern Time, on the following Business Day (provided receipt is confirmed); and (e) if otherwise actually personally delivered, when delivered, provided that such notices, requests, demands and other communications are delivered to the address set forth below, or to such other address as any Party shall provide by like notice to the other Parties to this Agreement:

Purchaser:

With a copy to:

Sellers: Joseph Milza
72 N. Bremen Ave.
Egg Harbor City, N.J. 08215
kroy@renaultwinery.com

with a copy to:

John P. Leon
Subranni Zauber, LLC
Willow Ridge Executive Office Park
750 Route 73 South – Suite 307-B
Marlton, N.J. 08053
jleon@subranni.com

Any Party may change its address for service from time to time by notice given to other Parties in accordance with the foregoing provisions.

14.12. Counterparts; Facsimile Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed facsimile or other electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

14.13. Specific Performance. (a) Sellers acknowledge that Purchaser would be damaged irreparably in the event that this Agreement is not performed by Sellers in accordance with its specific terms or is otherwise breached or threatened to be breached by Sellers, or Sellers fail to consummate the Closing as required hereunder. Therefore, in addition to any other remedy that Purchaser may have under Law or equity as a remedy for any such breach or threatened breach, Purchaser shall be entitled to equitable relief, without proof of actual damages, including an injunction or Order for specific performance to prevent breaches of the terms of this Agreement and to specifically enforce the terms and provisions hereof that are required to be performed by Sellers.

(a) Purchaser acknowledges that Sellers would be damaged irreparably in the event that this Agreement is not performed by Purchaser in accordance with its specific terms or is otherwise breached or threatened to be breached by Purchaser, or Purchaser fails to consummate the Closing on the Closing Date. Therefore, in addition to any other remedy that Sellers may have under Law or equity as a remedy for any such

breach or threatened breach, Sellers shall be entitled to equitable relief, without proof of actual damages, including an injunction or Order for specific performance to prevent breaches of the terms of this Agreement and to specifically enforce the terms and provisions hereof that are required to be performed by Purchaser.

(b) No Party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 14.13, and each Party (i) irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument and (ii) agrees to cooperate fully in any attempt by the other Party or Parties in obtaining such equitable relief. Each Party further agrees that the only permitted objection that it may raise in response to any Action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

PURCHASER

XXXXXXXXXXXXXXXXXXXX

By:

Name:

Title:

SELLERS:

Renault Winery, Inc.

By:

Name:

Title:

Tuscany House, LLC

By:

Name:

Title:

Renault Golf, LLC

By:

Name:

Title:

Renault Winery Properties, LLC

By:

Name:

Title:

Renault Realty Co., LLC

By:

Name:

Title:

[Signature Page to Asset Purchase Agreement]

Exhibit A

Form of Assignment and Assumption Agreement

See attached

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into on this ____ day of _____, 2015 by and among _____ a _____, formed under the laws of _____ ("Purchaser"), and the following bankruptcy Debtors (collectively "Sellers," and together with Purchaser, the "Parties"):

Renault Winery, Inc. (Case No. 14-33075)
Renault Golf, LLC (Case No. 14-33079)
Tuscany House, LLC (Case No. 14-33084)
Renault Realty Co., LLC (Case No. 14-33082)
Renault Winery Properties, LLC (Case No. 14-33080)

Background

A. Pursuant to that certain Asset Purchase Agreement, dated as of _____, 2015 (the "Asset Purchase Agreement"), by and among Purchaser and Sellers, Sellers agreed to sell and transfer the Assets to Purchaser, and Purchaser agreed to purchase and accept the Assets from Sellers, including the Assumed Contracts, and to assume the Assumed Liabilities; and

B. The Bankruptcy Court entered the Sale Order on _____, 2015, which authorized the sale of the Assets to Purchaser, and the Purchaser's assumption of the Assumed Liabilities.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, the Parties hereto agree as follows:

1. Capitalized terms used herein but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Effective as of the date hereof, (a) Sellers hereby sell and assign to Purchaser all of the right, title and interest of Sellers in and to the Assumed Contracts, free and clear of all liens, claims, encumbrances, and interest (other than Permitted Encumbrances and Assumed Liabilities) to the extent authorized by the Sale Order, and (b) Purchaser hereby accepts the foregoing sale and transfer and expressly assumes and agrees to pay and perform all of the Assumed Liabilities, including the obligations and Liabilities of Sellers arising under the Assumed Contracts as and when they become due. Notwithstanding the foregoing, nothing in this Assignment shall constitute or be construed as selling or transferring to Purchaser any right, title or interest in or to any of the Excluded Assets, and Purchaser is not assuming or in any way becoming liable for any of the Excluded Liabilities.

3. This Assignment is expressly made subject to the terms and conditions of the Asset Purchase Agreement. The delivery of this Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the terms or provisions of the Asset Purchase Agreement.

4. This Assignment and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and permitted assigns.

5. This Assignment shall be governed by and construed and enforced in accordance with the Laws of the State of New Jersey, except to the extent that such Laws are superseded by the Bankruptcy Code.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Counterparts of this Assignment (or applicable signature pages hereof) that are manually signed and delivered by facsimile or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

7. This Assignment may only be modified by a written agreement duly signed by the Parties hereto.

8. The Parties hereto agree that the assignment of each of the Assumed Contracts shall be construed as being separable and divisible from the assignment of every other Assumed Contract. The unenforceability or invalidity of this Assignment with respect to any one Assumed Contract shall not limit the enforceability or validity, in whole or in part, with respect to any other Assumed Contract.

9. The Parties hereto agree to execute and deliver such further documents and to take such further action as is reasonably required to carry out the intentions or to facilitate the performance of the terms of this Assignment.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first written above.

PURCHASER

XXXXXXXXXXXXXXXXXXXX

By:

Name:

Title:

SELLERS:

Renault Winery, Inc.

By:

Name:

Title:

Tuscany House, LLC

By:

Name:

Title:

Renault Golf, LLC

By:

Name:

Title:

Renault Winery Properties, LLC

By:

Name:

Title:

Renault Realty Co., LLC

By:

Name:

Title:

[Signature Page to Assignment and Assumption Agreement]

Exhibit B

Form of Bill of Sale

See attached

BILL OF SALE

THIS BILL OF SALE (this “Bill of Sale”) is made and entered into on this [●] day of [●], by and among _____, a _____ formed under the laws of of _____ (“Purchaser”), and the following bankruptcy Debtors (collectively “Sellers,” and together with Purchaser, the “Parties”):

Renault Winery, Inc. (Case No. 14-33075)
Renault Golf, LLC (Case No. 14-33079)
Tuscany House, LLC (Case No. 14-33084)
Renault Realty Co., LLC (Case No. 14-33082)
Renault Winery Properties, LLC (Case No. 14-33080)

Background

A. Pursuant to that certain Asset Purchase Agreement, dated as of _____, 2015 (the “Asset Purchase Agreement”), by and among Purchaser and Sellers, (i) Sellers have agreed to sell and transfer the Assets to Purchaser and (ii) Purchaser has agreed to purchase and accept the Assets from Sellers; and

B. The Bankruptcy Court entered the Sale Order on _____, 2015, which authorized the sale of the Assets to Purchaser.

NOW, THEREFORE, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement and in consideration of the mutual promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined in this Bill of Sale shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Transfer of Assets. Effective as of the date hereof, Sellers do hereby sell, transfer, and assign to Purchaser, and Purchaser does hereby accept as of the date hereof, all of Sellers’ right, title and interest in and to the Assets, free and clear of all liens, claims, encumbrances and interests (other than Permitted Encumbrances and Assumed Liabilities) to the extent authorized by the Sale Order.

3. Excluded Assets. Notwithstanding anything herein to the contrary, nothing in this Bill of Sale shall constitute or be construed as selling or transferring to Purchaser any right, title or interest to or in any of the Excluded Assets.

4. Asset Purchase Agreement Controls. This Bill of Sale is expressly made subject to the terms and provisions of the Asset Purchase Agreement.

5. Governing Law. This Bill of Sale shall be governed by and construed and

enforced in accordance with the Laws of the State of New Jersey, except to the extent that such Laws are superseded by the Bankruptcy Code.

6. Successors and Assigns. This Bill of Sale shall be binding upon Sellers and Sellers' successors and assigns and shall inure to the benefit of Purchaser and Purchaser's successors and assigns.

7. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Bill of Sale as of the date first written above.

PURCHASER

XXXXXXXXXXXXXXXXXXXX

By:

Name:

Title:

SELLERS:

Renault Winery, Inc.

By: _

Name:

Title:

Tuscany House, LLC

By:

Name:

Title:

Renault Golf, LLC

By:

Name:

Title:

Renault Winery Properties, LLC

By:

Name:

Title:

Renault Realty Co., LLC

By:

Name:

Title:

[Signature Page to Bill of Sale]

Exhibit C

List of Proposed Assumed Contracts

See attached

1. Lifetime Golf Membership Contracts [details to be supplied]

Exhibit D

Form of Sale Order

See Attached

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY

<p>John P. Leon (JL4638) Margaret A. Holland (MH4707)) Subranni Zauber LLC 750 Route 73 South – Suite 307B Marlton, NJ 08053 (609) 347-7000; FAX (609) 345-4545 Attorneys for Debtors</p>	
<p>In Re: RENAULT WINERY, INC. ¹ Debtor</p>	<p>Case No.: 14-33075-ABA Judge: Andrew B. Altenburg, Jr. Chapter 11 Jointly Administered</p>

Order Approving the Sale and Purchase of the Assets of the Debtors Free and Clear Of Liens, Claims, Encumbrances and Interests And Granting Related Relief

The relief set forth on the following pages two (2) through eighteen (18) is hereby ORDERED:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Renault Realty Co., LLC, (9787), Renault Golf, LLC (0618), Renault Winery Properties, LLC (7686), Tuscany House, LLC (6179), and Renault Winery, Inc. (7686). The mailing address for each of the Debtors is 72 North Bremen Ave., Egg Harbor City, NJ 08215.

The Court has considered the motion (the “Sale Motion”) of Renault Winery, Inc. and its jointly administered debtors (collectively, the “Debtors” or “Sellers”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) pursuant to sections 105, 363 and 365 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”), Rules 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 6004-1, 6004-2, and 6004-3 of the District of New Jersey Local Bankruptcy Rules (the “Local Rules”) seeking, among other things, entry of an order (a) authorizing and approving the sale of the Assets² (the “Sale”) pursuant to that certain Asset Purchase Agreement, dated _____, 2015 (including any and all exhibits, schedules and ancillary agreements related thereto, and as may be amended from time to time, the “Agreement”) by and among the Debtors and _____ (together with any permitted assignee designated to effect the transactions contemplated by the Agreement, the “Purchaser”) free and clear of all liens, claims, encumbrances and interests (other than Permitted Encumbrances and Assumed Liabilities), in accordance with the terms and conditions contained in the Agreement (the “Sale Transaction”) and (b) granting related relief; and this Court having entered an order on September 3, 2015 (the “Bid Procedures Order”) approving, among other things, the dates, deadlines and bidding procedures (the “Bid Procedures”) with respect to, and notice of, the Sale Transaction; and an auction (the “Auction”) having been held on September _____, 2015 in accordance with the Bid Procedures Order; and the Debtors having determined that the Agreement represents the highest or best bid for the Assets; and a hearing having been held on September _____, 2015 (the “Sale Hearing”) to consider approval of the Agreement; and it appearing that the relief requested in the Sale Motion

² Capitalized terms that are used but not defined herein shall have the meaning given to them in the Motion.

is in the best interests of the Debtors' estates, their creditors and other parties in interest; and proper and sufficient notice of the Sale Motion having been given to parties in interest in these Chapter 11 Cases; and all such parties having been afforded due process and an opportunity to be heard with respect to the Sale Motion and all relief requested therein; and the Court having reviewed and considered: (i) the Sale Motion; (ii) the objections to the Sale Motion, if any; and (iii) the arguments of counsel, and the evidence proffered or admitted at the Sale Hearing; and after due deliberation, and sufficient cause appearing;

IT HEREBY IS FOUND AND CONCLUDED THAT:

A. Any finding of fact contained herein shall constitute a finding of fact even if it is stated as a conclusion of law, and any conclusion of law contained herein shall constitute a conclusion of law even if it is stated as a finding of fact. The Court's findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing.

B. The Court has jurisdiction over this matter, over the property of the Debtors' estates (including the Assets that are the subject of the Agreement) pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The statutory and other bases for the relief sought in the Sale Motion are sections 105, 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014 and Local Rules 6004-1, 6004-2, and 6004-3.

D. As evidenced by the Certifications of Service on file with the Court: (i) timely and sufficient notice of the Bid Procedures, the Auction, the Sale Hearing, and the Sale Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules

and the Bid Procedures Order; and (ii) no other notice of the Bid Procedures, the Auction, the Sale Hearing, the Agreement, the Sale Transaction or the Sale Motion is required.

E. Actual written notice of, and a reasonable opportunity to object and to be heard with respect to, the Sale Motion has been given to all required interested persons and entities.

F. The Debtors have conducted a fair and open sale process in a manner reasonably calculated to produce the highest and otherwise best offer for the Assets in compliance with the Bid Procedures Order. The sale process, Bid Procedures and Auction were non-collusive, duly noticed and afforded a full, fair and reasonable opportunity for any person to make a higher and/or better offer to purchase any or all of the Assets. The bidding and related procedures established by the Bid Procedures Order have been complied with in all material respects by the Debtors, the Purchaser and their respective counsel and other advisors.

G. The Debtors provided all interested parties with timely and proper notice of the Sale, Sale Hearing and Auction. Notice of the Debtors' assumption and assignment to the Purchaser of the Assumed Contracts has been provided to each non-debtor party to the Assumed Contracts, together with a statement therein with respect to the amount, if any, to be paid to such non-debtor party under section 365(b) of the Bankruptcy Code as a condition to the assumption and assignment thereof. Each of the non-Debtor parties to the Assumed Contracts has had an opportunity to object to the Cure Amounts set forth in the notice. In addition, the Purchaser has provided adequate assurance of its ability to perform its obligations under each of the Assumed Contracts within the meaning of section 365(f)(2)(B) of the Bankruptcy Code. The Assumed Contracts may therefore be assumed by the Debtors and sold and assigned to the Purchaser.

H. As evidenced by the Certifications of Service previously filed with this Court, proper, timely, and sufficient notice of the Sale Motion, Auction, Sale Hearing and Sale

Transaction has been provided in accordance with sections 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014. The Debtors also have complied with all obligations to provide notice of the Sale Motion, Auction, Sale Hearing and Sale Transaction required by the Bid Procedures Order. The notices described above were proper and sufficient under the circumstances and no other notice of the Sale Motion, Auction, Sale Hearing, Sale Transaction or assumption, assignment, transfer and/or sale of the Assumed Contracts is required.

I. The Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are not required to take any corporate or other entity action to authorize and approve the Agreement and the consummation of the Sale Transaction. Upon entry of this Sale Order, the Debtors shall have full authority to consummate the Agreement and transactions contemplated by the Agreement.

J. Approval of the Agreement and consummation of the Sale Transaction is in the best interests of the Debtors, their estates, and creditors. The Debtors have demonstrated good, sufficient and sound business purposes and justifications for the Sale to the Purchaser pursuant to section 363(b) of the Bankruptcy Code.

K. The Agreement was negotiated, proposed and entered into by the Debtors and the Purchaser without collusion, in good faith, and at arms' length bargaining positions. The Purchaser is not an "insider" or an "affiliate" of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code.

L. The Sale price for Assets was not controlled by any agreement among potential bidders at such sale and neither the Debtors nor the Purchaser engaged in collusion or any other conduct that would cause or permit the Agreement or Sale Transaction to be avoidable under section 363(n) of the Bankruptcy Code. Accordingly, neither the Agreement nor the Sale

Transaction may be avoided and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code.

M. The Purchaser is a good faith purchaser under Bankruptcy Code section 363(m) and, as such, is entitled to all of the protections afforded thereby. The Purchaser is acting in good faith within the meaning of Bankruptcy Code section 363(m) in consummating the Sale Transaction. The Purchaser has proceeded in good faith in all respects in that, among other things, (i) the Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Assets; (ii) the Purchaser complied with the provisions of the Bid Procedures Order; (iii) the Purchaser's bid was subjected to the competitive Bid Procedures set forth in the Bid Procedures Order; (iv) no common identity of directors or officers exists among the Purchaser and the Debtors; and (v) all payments to be made by the Purchaser and all other material agreements or arrangements entered into by the Purchaser and the Debtors in connection with the Sale Transaction have been disclosed and are appropriate.

N. The consideration to be provided by the Purchaser pursuant to the Agreement: (i) is fair and reasonable under the circumstances; (ii) is the highest or otherwise best offer for the Assets; and (iii) constitutes reasonably equivalent value and fair consideration. The Debtors' determination that the Agreement constitutes the highest or otherwise best offer for the Assets is a result of due deliberation by the Debtors and constitutes a valid and sound exercise of the Debtors' business judgment consistent with their fiduciary duties. Entry of an order approving the Sale Motion, the Agreement and the Sale Transaction is a necessary condition precedent to the Purchaser consummating the Sale Transaction.

O. The transfer of the Assets to the Purchaser will be a legal transfer of the Assets and will vest the Purchaser with all right, title and interest of the Debtors to the Assets free and clear

of all liens, claims, encumbrances and other interests of any kind to the fullest extent authorized by the Bankruptcy Code, other than (i) Permitted Encumbrances and Assumed Liabilities and (ii) permits or licenses that are subject to review and approval by a Governmental Authority *as* provided in the Agreement; provided, that all liens, claims, encumbrances and interests of which the Assets are sold free and clear shall attach to the proceeds of the sale in order of their respective priorities.

P. The Purchaser would not have entered into the Agreement and would not consummate the Sale Transaction if the transfer of the Assets to the Purchaser was not free and clear of all liens, claims, encumbrances and other interests of any kind and every kind whatsoever (other than Permitted Encumbrances and Assumed Liabilities), or if the Purchaser would, or in the future could, be liable for any such liens, claims, encumbrances or other interests. A sale of the Assets other than one free and clear of such liens, claims, encumbrances and other interests would adversely impact the Debtors' estates, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale Transaction.

Q. The Debtors may sell the Assets free and clear of all liens, claims, encumbrances and interests of any kind or nature whatsoever (other than Permitted Encumbrances and Assumed Liabilities), because, in each case, one or more of the standards set forth in section 363(f)(1) through (5) of the Bankruptcy Code have been satisfied. Each entity with a lien, claim, encumbrance or other interest in the Assets to be transferred on the Closing Date (as defined in the Agreement) (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale Transaction or is deemed to have consented; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such lien, claim, encumbrance or interest; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of

liens, claims, encumbrances and interests who did not object to the Sale Motion are deemed to have consented to the Sale.

R. The transfer of the Assets to the Purchaser, including the assumption by the Debtors and assignment to the Purchaser of the Assumed Contracts, will not subject the Purchaser to any liability (including any successor liability) with respect to the operation of the Debtors' businesses prior to the Closing Date, except that the Purchaser shall be liable for the Assumed Liabilities. The Purchaser (i) is not, and shall not be, considered a successor to the Debtors; (ii) has not, de facto or otherwise, merged with or into the Debtors; (iii) is not a continuation or substantial continuation of the Debtors or any enterprise of the Debtors; (iv) does not have a common identity of incorporators, directors or equity holders with the Debtors; and (v) is not holding itself out to the public as a continuation of the Debtors.

S. The Agreement is a valid and binding contract between the Debtors and the Purchaser, which is enforceable according to its terms. The Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors.

T. The assumption, assignment and/or transfer of the Assumed Contracts pursuant to the terms of this Sale Order is integral to the Agreement and is in the best interests of the Debtors and their estates and creditors, and constitutes a valid and sound exercise of the Debtors' business judgment consistent with their fiduciary duties.

U. Pursuant to Bankruptcy Code section 365, upon payment of the Cure Amounts, the Debtors or the Purchaser, as applicable, shall have: (i) cured any monetary default existing prior to the Petition Date under any of the Assumed Contracts; and (ii) provided compensation or adequate assurance of compensation to any party for actual pecuniary loss to such party resulting from a default prior to the Petition Date under any of the Assumed Contracts.

V. The Sale Transaction must be approved and consummated promptly in order to preserve the viability of the businesses and maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale Transaction Debtors have shown cause why this Sale Order should not be subject to any stay imposed by Bankruptcy Rules 6004(h) and 6006(d).

W. The Sale Transaction does not constitute a de facto plan of reorganization or liquidation as it does not (i) impair or restructure existing debt of, or equity interests in, the Debtors; (ii) impair or circumvent voting rights with respect to any plan proposed by the Debtors; (iii) circumvent chapter 11 plan safeguards, such as those set forth in Bankruptcy Code sections 1125 and 1129; or (iv) classify claims or equity interests or extend debt maturities.

X. The consummation of the Sale Transaction is legal and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale Transactions.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Sale Motion is GRANTED as set forth herein.
2. Any objections to the Sale Motion or the entry of this Sale Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are denied and overruled on the merits and with prejudice.
3. The Agreement and the Sale Transaction are APPROVED in all respects.
4. Pursuant to section 363 of the Bankruptcy Code, the Debtors are authorized to (i) execute, deliver and perform the terms of the Agreement and the Sale Transaction together with all additional documents that are requested by the Purchaser which are reasonably necessary or desirable to implement the Agreement, (ii) take any and all actions as the Debtors deem

necessary, appropriate or advisable for the purpose of assigning and transferring the Assets to the Purchaser, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement, (iii) assume and assign any Proposed Assumed Contract or Lease with respect to which the applicable contract counterparty did not file an objection by the applicable objection deadline; and (iv) take all other and further acts or actions as may be reasonably necessary to implement the Sale Transaction.

5. Pursuant to Bankruptcy Code sections 105(a), 363(f) and 365(b), upon the Closing Date: (i) the transfer of the Assets to the Purchaser pursuant to the Agreement shall constitute a legal, valid and effective transfer of the Assets and shall vest the Purchaser with all right, title and interest of the Debtors in and to the Assets; and (ii) the Assets shall be transferred to the Purchaser free and clear of all liens, claims, encumbrances and other interests of any and every kind whatsoever (including liens, claims, encumbrances and interests of any Governmental Authority), other than Permitted Encumbrances and Assumed Liabilities, in accordance with section 363(f) of the Bankruptcy Code, and any such liens, claims, encumbrances and interests of which the Assets are sold free and clear shall attach to the proceeds of the Sale Transaction, in the order of their priority, with the same validity, force and effect they had against the Assets prior to the entry of this Sale Order, subject to any rights, claims and defenses the Debtors and all interested parties may possess with respect thereto.

6. Debtors shall pay at the closing on the Sale (a) the amount due to OceanFirst Bank under the terms of its Settlement Agreement with the Debtors (as approved by an Order of this Court), if the Assets sold include the real estate on which OceanFirst holds a mortgage and foreclosure judgment and **personal property in which OceanFirst holds a security interest**, and (b) the amounts then due on account of real estate tax sale certificates and municipal liens

for real estate taxes relating to real estate included in the Sale (together with payment of other municipal charges with respect to any real estate included in the sale such as charges for water, sewer, and fire service).

7. The Sale is exempt from payment of all New Jersey Realty Transfer Fees.

8. Upon conclusion of the Closing, this Sale Order shall be considered and constitute for all purposes a full and complete general assignment, conveyance and transfer to Purchaser of the Assets acquired under the Agreement, transferring good, marketable, indefeasible title to the Assets to the Purchaser.

9. This Sale Order is and shall be effective as a determination that all liens, claims, encumbrances and interests, other than Permitted Encumbrances and Assumed Liabilities, shall be and are, without further action by any person, released with respect to the Assets upon conclusion of the Closing. After the Closing Date, no holder of any liens, claims, encumbrances and interests, other than Permitted Encumbrances and Assumed Liabilities, or other party in interest, may interfere with the Purchaser's use and enjoyment of the Assets based on or related to such lien, claim, encumbrance or other interest, and no party may take any action to prevent, interfere with, or impair consummation of the Sale Transaction. All persons and entities 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 Assets to the Purchaser in accordance with the terms of the Agreement and this Sale Order.

10. The Purchaser and its Affiliates, successors and assigns shall not be deemed or considered a successor to the Debtors or the Debtors' estates by reason of any theory of law or equity. The Purchaser has not assumed, nor is it in any way responsible for, any liability or obligation of the Debtors or the Debtors' estates, except with respect to the Assumed

Liabilities, or as otherwise expressly provided in the Agreement or herein. Without limitation, the Purchaser and its Affiliates, successors and assigns shall have no successor, transferee or vicarious liability of any kind, including, without limitation, under any theory of foreign, federal, state or local antitrust, environmental, successor, tax, ERISA, assignee or transferee liability, labor, product liability, employment, de facto merger, substantial continuity, or other law, rule, regulation or doctrine, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, without limitation, liabilities on account of any taxes or other Governmental Authority fees, contributions or surcharges, in each case arising, accruing or payable under, out of, in connection with, or in any way relating to, the operation of the Debtors or the Assets prior to the Closing Date, or arising based on actions of the Debtors taken after the Closing Date.

11. Except to the extent expressly included in the Assumed Liabilities or to enforce the Agreement, pursuant to sections 105 and 363 of the Bankruptcy Code, all persons and entities, including, without limitation, the Debtors, all creditors, all equity security holders, the Debtors' employees and former employees, all governmental authorities shall be forever barred and permanently enjoined from asserting, prosecuting or otherwise pursuing such liens, claims, encumbrances or other interests, whether by actions to obtain payment, by setoff, or otherwise, directly or indirectly, against the Purchaser or successor or assign thereof, or against the Assets.

12. To the extent a counterparty to a Proposed Assumed Contract failed to timely object to a Cure Amount, such Cure Amount shall be deemed to be finally determined and any

such counterparty shall be prohibited from objecting to or denying the validity and finality of the Cure Amount at any time; such Cure Amount, when paid, shall completely revive any Assumed Contract to which it relates. The Debtors are authorized to assume and assign any Proposed Assumed Contract with respect to which the contract counterparty did not file an objection by the applicable objection deadline.

13. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all non-Debtor parties to the Assumed Contracts are forever barred and permanently enjoined from raising or asserting against the Debtors or the Purchaser any assignment fee, default, breach or claim or pecuniary loss arising under or related to the Assumed Contracts existing as of the Petition Date or any assignment fee or condition to assignment arising by reason of the Closing, other than with respect to the allowance and payment of any Cure Amount as provided in this Sale Order and in the Agreement.

14. The consideration provided by the Purchaser for the Assets under the Agreement is fair and reasonable and constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act.

15. The Agreement and Sale Transaction shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Agreement or the Sale Transaction.

16. The Agreement and the Sale Transaction are undertaken by the Purchaser without collusion and in good faith, as that term is used in Bankruptcy Code section 363(m) and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Agreement and the Sale Transaction shall not affect the validity of the sale

of the Assets to the Purchaser, unless this Sale Order is duly stayed pending such appeal. The Purchaser is a good faith purchaser of the Assets and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code. The Debtors and the Purchaser will be acting in good faith if they proceed to consummate the Sale Transaction at any time after the entry of this Sale Order.

17. All persons and entities that are in possession of some or all of the Assets as of or after the Closing Date shall surrender possession of such Assets to the Purchaser as of the Closing Date.

18. This Sale Order is and shall be binding on and shall govern acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of fees, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the Purchaser is the assignee and owner of the Assets free and clear of all liens, claims, encumbrances and interests, other than Permitted Encumbrances and Assumed Liabilities (all such entities being referred to as "Recording Officers"). All Recording Officers are authorized and specifically directed to discharge and remove all recorded mortgages, encumbrances, claims, liens and other interests against the Assets recorded prior to the date of this Sale Order, other than Permitted Encumbrances. A certified copy of this Sale Order may be filed with the appropriate Recording Officers to evidence cancellation of any recorded encumbrances, claims, liens and other interests against the Assets recorded prior to the date of this Sale Order, other than Permitted Encumbrances.

19. To the greatest extent permitted under applicable law and to the extent provided for under the Agreement, 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 Assets; to the extent provided for under the Agreement, all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been transferred to the Purchaser as of the Closing Date, subject to any limitation imposed by applicable law. To the extent any license or permit necessary for the operation of the businesses at those locations assumed by the Debtors and assigned to the Purchaser is not an assumable and assignable executory contract, the Purchaser shall make reasonable efforts to apply for and obtain any such license or permit promptly after the Closing Date, and Debtors shall cooperate reasonably with the Purchaser in those efforts. All existing licenses or permits applicable to the businesses shall remain in place for the Purchaser's benefit until either new licenses and permits are obtained or existing licenses and permits are transferred in accordance with applicable administrative procedures, to the extent permitted by applicable law.

20. The acts or actions that the Debtors are required to take under the Agreement or this Sale Order after the Closing Date or as otherwise set forth in the Agreement shall be taken at the Purchaser's expense (and subject to all related terms and conditions of the Agreement).

21. The terms and provisions of the Agreement, any ancillary agreements and this Sale Order shall be binding in all respects on, and shall inure to the benefit of the Debtors, the Purchaser and its affiliates, successors and assigns, and any other affected third parties, notwithstanding the dismissal of any or all of the Debtors' cases or any subsequent

appointment of any trustee(s) under any chapter of the Bankruptcy Code, or conversion of any or all of the Debtors' cases to cases under chapter 7. The Agreement, the Sale Transaction and this Sale Order shall be enforceable against and binding on, and shall not be subject to rejection or avoidance by, any chapter 7 or chapter 11 trustee appointed in these Chapter 11 Cases.

22. Nothing contained in any chapter 11 plan confirmed in the Debtors' cases, in any order confirming any such plan, or in any other order entered in these Chapter 11 Cases (including, without limitation, any order entered after any conversion of any or all of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code) or in any related proceeding shall alter, conflict with, or derogate from the provisions of the Agreement or the terms of this Sale Order.

23. The Agreement and any related agreements, documents or other instruments may be amended by the parties in a writing signed by such parties without further order of the Court, provided that any such amendment does not have a material adverse effect on the Debtors or the Debtors' estates.

24. The failure to include specifically any particular provision of the Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement approved in its entirety (including any amendments thereto as may be made by the parties in accordance with this Sale Order prior to the Closing Date). To the extent of any inconsistency between the provisions of this Sale Order, the Agreement and any documents executed in connection therewith, the provisions contained in this Sale Order, the Agreement, and any documents executed in connection therewith shall govern, in that order.

25. The provisions of this Sale Order authorizing the sale and assignment of the Assets free and clear of all liens, claims, encumbrances and interests (other than Permitted Encumbrances and Assumed Liabilities) shall be self-executing, and notwithstanding the failure of the Debtors, the Purchaser or any other party to obtain or file mortgage discharges, financing statement termination statements, assignments, or other instruments to effectuate the provisions hereof, all liens, claims, encumbrances and other interests on or against such Assets (other than Permitted Encumbrances), if any shall be deemed released, discharged and terminated in all respects. To the extent the Purchaser deems it necessary or appropriate, if, upon consummation of the transactions set forth in the Agreement, any person or entity that has filed any statement or document evidencing liens, claims, encumbrances or other interests on or in all or any portion of the Assets (other than Permitted Encumbrances) shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements and any other documents necessary or desirable to the Purchaser for the purpose of documenting the release of all such liens, claims, encumbrances or other interests, the Purchaser is hereby authorized (but not required) to execute and file such mortgage discharges, UCC termination statements, and/or other documents on behalf of such person or entity with respect to the Assets.

26. From time to time, as and when requested, each party to the Agreement (a) shall execute and deliver (or cause to be executed and delivered) all such documents as such other party may reasonably deem necessary or desirable to consummate the Sale Transaction, and (b) shall take or cause to be taken, all such other acts or actions as such other party may reasonably deem necessary or desirable to consummate the Sale Transaction.

27. To the extent applicable, the automatic stay pursuant to section 362(a) of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court (a) to allow the Purchaser to give the Debtors any notice under the Agreement and (b) to allow the Purchaser to take any and all acts or actions in accordance with the Agreement.

28. Notwithstanding the provisions of Bankruptcy Rules 6004(h), or 6006(d), this Sale Order shall be effective and enforceable immediately and shall not be stayed. Time is of the essence in closing the Sale Transaction, and the Debtors and the Purchaser intend to close the Sale Transaction as soon as practicable. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Any party objecting to this Sale Order must exercise due diligence in filing an appeal and pursuing a stay, or risk its appeal being dismissed as moot.

28. This Court shall retain exclusive jurisdiction to resolve any controversy or claim arising out of or related to this Sale Order, the Agreement or any related agreements, including, without limitation: (i) any actual or alleged breach or violation of this Sale Order, the Agreement or any related agreements; (ii) the enforcement of any relief granted in this Sale Order; and (iii) as otherwise set forth in the Agreement.