

EXHIBIT A

Purchase Agreement

ASSET PURCHASE AGREEMENT

between

#1 APEX ASSOCIATION, LLC

as Purchaser,

and

MARINELAND LEISURE, INC.,

Debtor-in-Possession,

as Seller,

Dated as of

November 10, 2025

TABLE OF CONTENTS

	Page
ARTICLE 1 PURCHASE OF TARGET ASSETS.	1
1.1 <u>Purchase and Sale of Target Assets</u>	1
1.2 <u>Assumption of Certain Liabilities</u>	2
1.3 <u>Assignment of Certain Contracts</u>	3
1.4 <u>Instruments of Conveyance, Assumption or Assignment</u>	3
1.5 <u>“AS IS” TRANSACTION</u>	3
ARTICLE 2 PURCHASE PRICE.	4
2.1 <u>Purchase Price</u>	4
2.2 <u>Payment of the Purchase Price</u>	4
2.3 <u>Allocation of the Aggregate Purchase Price</u>	5
ARTICLE 3 EXCLUDED ASSETS	6
3.1 <u>Excluded Assets</u>	6
3.2 <u>Purchaser Agreement</u>	7
ARTICLE 4 SELLER’S REPRESENTATIONS AND WARRANTIES.	7
4.1 <u>Organization and Corporate Power</u>	7
4.2 <u>Title and Related Matters</u>	7
4.3 <u>Litigation</u>	7
4.4 <u>Compliance with Laws</u>	7
4.5 <u>Brokers or Finders</u>	8
4.6 <u>ERISA and Related Matters</u>	8
4.7 <u>Inventory</u>	8
4.8 <u>Personal Property</u>	8

4.9	<u>Real Property</u>	8
4.10	<u>Trade Rights</u>	8
4.11	<u>Environmental Matters</u>	9
4.12	<u>Authorization</u>	9
4.13	<u>No Conflict with Other Instruments or Agreements</u>	9
ARTICLE 5 PURCHASER’S REPRESENTATIONS AND WARRANTIES.		10
5.1	<u>Authorization</u>	10
5.2	<u>No Conflict with Other Instruments or Agreements</u>	10
5.3	<u>Brokers or Finders</u>	10
5.4	<u>Funding</u>	10
5.5	<u>Adequate Assurance</u>	10
ARTICLE 6 COVENANTS, AGREEMENTS PENDING CLOSING, AND OTHER AGREEMENTS.		11
6.1	<u>Conduct of Seller’s Business Pending the Closing</u>	11
6.2	<u>Additional Covenants and Agreements of Seller</u>	11
6.3	<u>[Reserved]</u>	12
6.4	<u>Covenants and Agreements of Purchaser</u>	12
6.5	<u>Bankruptcy Court Approval</u>	13
6.6	<u>[Reserved.]</u>	13
6.7	<u>Employment of Seller’s Employees</u>	13
6.8	<u>Salaries and Benefits</u>	14
6.9	<u>Reasonable Access to Records and Certain Personnel</u>	15
ARTICLE 7 CONDITIONS PRECEDENT TO EACH PURCHASER’S OBLIGATIONS.		16
7.1	<u>Conditions Precedent</u>	16
7.2	<u>Court Approval Required</u>	17
7.3	<u>No Injunctions</u>	17

7.4	<u>Consents to the Transactions</u>	17
ARTICLE 8 CONDITIONS PRECEDENT TO SELLER’S OBLIGATIONS.....		17
8.1	<u>[Reserved]</u>	17
8.2	<u>Representations and Warranties; Performance</u>	17
8.3	<u>Orders</u>	18
8.4	<u>Purchaser’s Deliveries</u>	18
8.5	<u>No Termination</u>	18
8.6	<u>No Injunctions</u>	18
ARTICLE 9 CLOSING.		18
9.1	<u>Time, Place and Manner of Closing</u>	18
9.2	<u>Closing Deliveries of Seller</u>	18
9.3	<u>Closing Deliveries of Purchaser</u>	19
9.4	<u>Transfer Taxes</u>	19
9.5	<u>Proration of Taxes and Charges; Returns</u>	20
9.6	<u>Consummation of Closing</u>	20
ARTICLE 10 TERMINATION OF AGREEMENT.		21
10.1	<u>Termination Events</u>	21
10.2	<u>Effect of Termination</u>	22
10.3	<u>Termination Procedure</u>	22
ARTICLE 11 FURTHER ASSURANCES.		22
11.1	<u>Separate Agreements Executed in Connection with Closing</u>	22
11.2	<u>Cooperation of the Parties After Closing</u>	22
11.3	<u>Payroll</u>	22

ARTICLE 12 DEFINITIONS.....	22
ARTICLE 13 MISCELLANEOUS PROVISIONS.....	28
13.1 <u>Nature and Survival of Representations and Warranties</u>	28
13.2 <u>Exhibits and Schedules</u>	28
13.3 <u>Assignment</u>	29
13.4 <u>Governing Law and Jurisdiction</u>	29
13.5 <u>Severability</u>	29
13.6 <u>Notices</u>	29
13.7 <u>Public Announcements</u>	30
13.8 <u>Expenses</u>	30
13.9 <u>Third Parties</u>	30
13.10 <u>Time of the Essence</u>	30
13.11 <u>Construction</u>	30
13.12 <u>Counterparts; Electronic Signatures; Effectiveness of this Agreement</u>	30
13.13 <u>Remedies Cumulative</u>	31
13.14 <u>Entire Agreement; Amendment; Waiver</u>	31

SCHEDULES

- Schedule 1.1(a) - Marineland Real Property
- Schedule 1.1(c) - Animals
- Schedule 1.1(d) - Marineland Tangible Property
- Schedule 1.1(e) - Marineland Contracts
- Schedule 3.1 - Excluded Assets
- Schedule 4.2 - Title
- Schedule 4.3 - Litigation
- Schedule 4.4 - Compliance With Laws
- Schedule 4.5 - Brokers' or Finders' Fees
- Schedule 4.6 - ERISA and Related Matters
- Schedule 4.7 - Inventory
- Schedule 4.8 - Condition of Tangible Property
- Schedule 4.9 - Real Property
- Schedule 4.10 - Trade Rights
- Schedule 4.11 - Environmental Matters
- Schedule 4.12 - Authorization
- Schedule 4.13 - No Conflict with Other Instruments or Agreements
- Schedule 5.1 - Authorization
- Schedule 6.7.2 - Active Employees to be Hired

ASSET PURCHASE AGREEMENT

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

RECITALS

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

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

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

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

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

ARTICLE 1 PURCHASE OF TARGET ASSETS.

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

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

the Marineland Assets, including:

- (a) All Real Property set forth on Schedule 1.1(a);
- (b) All Inventory located at the Real Property set forth on Schedule 1.1(a) or scheduled for delivery or in transit to such Real Property;
- (c) All live animals located at the Real Property set forth on Schedule 1.1(a) and used in the operation of the Business;
- (d) All Tangible Property located at the Real Property;
- (e) All of Seller’s right, title, and interest of every kind and description in and to the following assets:
 - (i) the contracts set forth on Schedule 1.1(e)(i) primarily related to the Marineland Assets (the “Marineland Contracts”); and
 - (ii) all of Seller’s Business Records related to the Marineland Assets;
- (f) all authorizations of Governmental Authorities primarily related to the Marineland Assets (but only to the extent such authorizations are assignable or otherwise freely transferable), including permits, licenses, certificates, consents, variances, approvals, and environmental permits or authorizations; and
- (g) any Trade Rights exclusively related to the Marineland Assets;

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

1.2 Assumption of Certain Liabilities.

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

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

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

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

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

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

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

ARTICLE 2 PURCHASE PRICE.

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

2.2 Payment of the Purchase Price.

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

2.2.1.1.1 If the Closing shall occur, Seller and Purchaser shall

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

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

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

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

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

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

ARTICLE 3 EXCLUDED ASSETS.

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

- 3.1.1 any cash on hand, in banks, and any cash equivalents;
- 3.1.2 all of Seller's interest in any Trade Rights not used primarily in the business of Seller;
- 3.1.3 all claims, rights and causes of action of Seller arising under or relating to Chapter 5 of the Bankruptcy Code (whether or not asserted as of the Closing Date), including, without limitation, any such claims and actions against non-insiders and non-Affiliates arising under Sections 544, 545, 547, 548, 549 or 551 of the Bankruptcy Code;
- 3.1.4 Seller's rights under this Agreement and all cash and non-cash consideration payable or deliverable to Seller pursuant to the terms and provisions hereof;
- 3.1.5 all insurance policies, proceeds, claims and causes of action of any kind, all unearned insurance premiums, and all accrued insurance refunds or rebates, but excepting casualty losses occurring on or after the Closing Date;
- 3.1.6 all securities, whether capital stock or debt, of any entity;
- 3.1.7 all rights and claims in or to any refunds or credits of or with respect to any Taxes, assessments or similar charges paid by or on behalf of Seller, in each case to the extent applicable to any period prior to the Closing (but not any of the foregoing paid by any entity comprising Purchaser);
- 3.1.8 Tax records and minute books of Seller, and any other books and records relating to the Excluded Assets;
- 3.1.9 all claims arising under any directors and officers liability insurance policies owned by Seller;
- 3.1.10 all claims and causes of action arising on or before the Closing Date that Seller have against any Affiliate, insider of Seller or any third party (and any recovery on account thereof), except to the extent that such claims or causes of action (i) may constitute a counterclaim, defense, offset, or recoupment right with respect to affirmative claims (if any) that such third party may assert against Purchaser, (ii) arise under any rights under warranties (express or implied), representations, and guarantees made by suppliers, manufacturers, and contractors to Seller in connection with the Target Assets or Business, (iii) arise under the Assigned Contracts assumed and assigned to Purchaser, or (iv) arise under any Licenses acquired by Purchaser; provided,

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

3.1.11 professional retainers paid by Seller;

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

3.1.13 all deposits held by third parties;

3.1.14 any assets other than Target Assets; and

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

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

ARTICLE 4 SELLER'S REPRESENTATIONS AND WARRANTIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

PURCHASER'S REPRESENTATIONS AND WARRANTIES.

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

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

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

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

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

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

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

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

6.1 Conduct of Seller's Business Pending the Closing.

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

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

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

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

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

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

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

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

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

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

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

6.3 [Reserved].

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

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

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

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

6.5 Bankruptcy Court Approval.

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

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

6.6 [Reserved.]

6.7 Employment of Seller’s Employees.

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

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

6.8 Salaries and Benefits.

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

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

6.8.3 [Reserved.]

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

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

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

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

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

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

ARTICLE 7 CONDITIONS PRECEDENT TO EACH PURCHASER'S OBLIGATIONS.

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

7.1 Conditions Precedent.

7.1.1 [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8

CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS.

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

8.1 [Reserved].

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

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

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

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

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

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

ARTICLE 9 CLOSING.

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

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

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

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

9.2.3 [Reserved.]

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

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

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

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

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

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

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

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

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

9.3.2 [Reserved];

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

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

9.3.5 the Closing Payment.

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

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

9.5 Proration of Taxes and Charges; Returns.

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

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

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

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

ARTICLE 10 TERMINATION OF AGREEMENT.

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

10.1.1 by mutual consent of Purchaser and Seller;

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 FURTHER ASSURANCES.

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

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

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

ARTICLE 12 DEFINITIONS.

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

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

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

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

“Allocable Consideration” has the meaning set forth in Section 2.3.

“Allocation Schedule” has the meaning set forth in Section 2.4.

“Applicable Law” means, with respect to any Person, any Law applicable to such Person or such Person’s business, properties, or assets.

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

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

“Assumed PTO” has the meaning set forth in Section 6.8.5.

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

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

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

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

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

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

“Bidding Procedures” means the bidding procedures for the sale of Seller’s assets approved by the Bankruptcy Court in the Bidding Procedures Order.

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

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

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

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

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

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

“Closing Payment” has the meaning set forth in Section 2.2.3.

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

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

“Cure Amounts” has the meaning set forth in Section 1.3.

“Deposit Escrow Agent” means Verita Global, LLC.

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

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

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

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

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

“ERISA Affiliate” has the meaning set forth in Section 4.6.

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

“Excluded Liabilities” has the meaning set forth in Section 1.2.2.

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

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

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

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

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

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

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

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

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

“IRS” means the Internal Revenue Service.

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

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

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

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

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

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

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

“Parties” means Seller and Purchaser and “Party” means Seller or Purchaser.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13 MISCELLANEOUS PROVISIONS.

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

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

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

13.4 Governing Law and Jurisdiction.

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

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

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

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

If intended for Seller:

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

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

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

If intended for Purchaser:

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

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

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

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

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

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

13.12 Counterparts; Electronic Signatures; Effectiveness of this Agreement.

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

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

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

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

13.14 Entire Agreement; Amendment; Waiver.

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

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

Signature Page Follows

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

Purchaser:

#1 APEX ASSOCIATION, LLC

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

Seller:

MARINELAND LEISURE, INC.

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