This Instrument prepared by:

Alan M. Root, Esq.
Archer & Greiner P.C.
300 Delaware Avenue
Suite 1100
Wilmington, DE 19801

Karen Johnson Davidson County
Batch# 1002411 DEEDWARR
05/11/2023 03:05:30 PM 21 pgs
Fees: $108.00 Taxes: $13,690.00
20230511-0035329

TRUSTEE'S DEED

THIS INDENTURE, made and entered into this 10th day of May, 2023, by and between David W. Carickhoff, solely as chapter 7 trustee of the BANKRUPTCY ESTATE OF RAC INVESTMENT HOLDINGS, LLC, et al., party of the first part, and GS GALLATIN PIKE APARTMENTS OWNER, LLC, a Delaware limited liability company, party of the second part.

WITNESSETH: That for the consideration hereinafter expressed the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee:

BEING LOT NO. 1 ON THE PLAN OF PARTITION PLAT, RAC LAND LLC PROPERTY OF RECORD IN PLAT BOOK INSTRUMENT NO. 20210204-0016379, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION OF THE LAND.

BEING THE SAME PROPERTY CONVEYED TO RAC INVESTMENT HOLDINGS, LLC BY QUIT CLAIM DEED OF RECORD AT INSTRUMENT NO. 20210319-0036513, DATED 03/04/2021 AND RECORDED 3/19/2021 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Subject to Real Estate taxes for 2023 due and payable in 2023 and thereafter. Subject to any and all easements, agreements and restrictions of record.

This conveyance is made pursuant to that certain Sale Order, attached hereto as Exhibit "A", dated April 25, 2023, by the Honorable Brendan L. Shannon, United States Bankruptcy Judge, in connection with Case No. 23-10316 (BLS) under Chapter 7 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq., in the United States Bankruptcy Court for the District of Delaware, with respect to which case the party of the first part was appointed as Chapter 7 trustee on March 13, 2023.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate and that it has a good right to sell and convey the same.

And that the title and quiet possession thereto it will warrant and forever defend against the lawful claims by or arising through the party of the first part only.

THE CONSIDERATION for this conveyance is as follows: Ten ($10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the said party of the first part the day and year first above written.

David W. Carickhoff
Chapter 7 Trustee

[notary acknowledgement follows]

STATE OF Delaware
COUNTY OF New Castle

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, David W. Carickhoff, solely as chapter 7 trustee of the BANKRUPTCY ESTATE OF RAC INVESTMENT HOLDINGS, LLC, et al., the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he has in such capacity executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, this 4th day of May, 2023.

Notary Public

My commission expires:

ROSANNE DELLAVERSANO
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires January 17, 2024

STATE OF Texas
COUNTY OF Dallas

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $3,700,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 9th day of May, 2023.

Notary Public

My commission expires:

CHLOE CRENSHAW
My Notary ID # 132878894
Expires January 20, 2025

(SPACE BELOW THIS LINE FOR STATISTICAL AND RECORDING DATA ONLY)

PROPERTY ADDRESS:

1425 Gallatin Pike N, Madison, TN 37115
TAX PARCEL: 034 00008100
MAIL TAX NOTICES TO:
(Name/Address)

GS Gallatin Pike Apartments Owner, LLC
465 Meeting Street, Suite 500
Charleston, South Carolina 29403

NAME AND ADDRESS OF PROPERTY OWNERS:

GS Gallatin Pike Apartments Owner, LLC
465 Meeting Street, Suite 500
Charleston, South Carolina 29403

THIS INSTRUMENT PREPARED BY:

Alan M. Root, Esq.
Archer & Greiner P.C.
300 Delaware Avenue
Suite 1100
Wilmington, DE 19801

RETURN TO:

Jackson Walker LLP
Attn: Vytas Petrulis
1401 McKinney Street, Suite 1900
Houston, Texas 77010

MT#:

TAX PARCEL NO.: 034 00008100

STATE TAX: $_____
REGISTER'S FEE: $_____
RECORDING FEE: $_____
TOTAL: $_____

227043120 v1

Exhibit A to Trustee Deed

Copy of Sale Order

[See attached]

CERTIFIED:
AS A TRUE COPY:
ATTEST:
UNA M. O'BOYLE
U. S. BANKRUPTCY COURT
By _____ Deputy Clerk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter
RAC INVESTMENT HOLDINGS, LLC, *et al.*,[1]	Case No. 23-10316 (BLS)
Debtors.	Jointly Administered
	Related Docket No. 85 & 88

ORDER (I) AUTHORIZING THE PRIVATE SALE OF CERTAIN NONRESIDENTIAL REAL PROPERTY LOCATED IN MADISON, TENNESSEE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS, AND (II) GRANTING OTHER RELATED RELIEF

This matter coming before the court on April 26, 2023 (the "**Sale Hearing**") upon the emergency motion (the "**Motion**")[2], filed by David W. Carickhoff, the Chapter 7 Trustee of the above-captioned debtors (the "**Trustee**"), for entry of an order (this "**Order**") (i) approving the private sale of the TN Property to the Purchaser for cash consideration equal to the Purchase Price, as set forth in the Purchase Agreement attached to this Order (the "**Purchase Agreement**"), and (ii) granting other related relief; all as further described in the Motion; and after considering the filings in support of the sale, any filings opposing the sale, the exhibits and other evidence admitted at the Sale Hearing, and the arguments of counsel at the Sale Hearing and upon consideration of the record of these Chapter 7 Cases; and this Court having found that (i) this Court has jurisdiction over the Debtors, their estates, property of the estates and to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference

[1] The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the debtors, where applicable are: RAC Investment Holdings, LLC (7349); RAC King, LLC (6605); RAC Dealership, LLC (3862); RAC Intermediate Holdings, LLC (4792); RAC Servicer, LLC (3735); and RAC Asset Holdings, LLC (8701).

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the Purchase Agreement.

from the United States District Court for the District of Delaware, dated February 29, 2012, (ii) this Court may enter a final order consistent with Article III of the United States Constitution, (iii) this is a core proceeding under 28 U.S.C § 157(b)(2)(A), as well as sections 105, 363, and 365 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1530 as amended (the "**Bankruptcy Code**"), as supplemented by Rules of Bankruptcy Procedure 2002, 6004, 6006 and 9019, (iv) venue of this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409, (v) no further or other notice of the Motion is required under the circumstances; and (vi) the relief sought by the Trustee (sale of the TN Property to the Buyer GS Gallatin Pike Apartments Owner, LLC, an SPE affiliate of, or other entity related to, Greystar Development East, LLC, assumption and approval of the attached Purchase Agreement as modified by this Order) is in the best interests of the Debtors, their estates, creditors and other parties in interests; and (vii) the legal and factual bases set forth in the Motion and advanced by the Trustee, the evidence presented, and the arguments of counsel at the Sale Hearing establishes just cause for the relief granted in this Order; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED[3]:

A. The Trustee provided notice of the Trustee's Motion, the deadline to respond thereto, and the Sale Hearing as set forth in the Certificate of Service [ECF 93]. Under the circumstances of these cases and pursuant to Bankruptcy Rule 2002(a)(2), such notice was proper, timely, adequate and sufficient, and in accordance with the various provisions of the Bankruptcy Code, the Bankruptcy Rules (including without limitation 2002, 6004, and 6006), the local rules of this Court, and all requirements of procedural due process, and the notice provided by the Trustee is all that was required under the circumstances. No other notice is or shall be required.

B. Capitalized terms which are not otherwise defined in this Sale Order shall have the same meaning as set out in the Trustee's Motion or in the Purchase Agreement; provided however that "**TN Property**" as used in this Sale Order has the same

[3] Pursuant to Bankruptcy Rule 7052, to the extent that a provision designated herein as a finding of fact is more properly characterized as a conclusion of law, it shall be so deemed and vice versa.

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meaning as "**Property**" defined in the Purchase Agreement.

C. The TN Property constitutes property of the Debtors' estates, and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

D. Prior to the Sale Hearing Greystar Development East, LLC (defined in the Purchase Agreement as "**Buyer**") assigned it rights under the Purchase Agreement as modified by this Sale Order to GS Gallatin Pike Apartments Owner, LLC, an SPE affiliate of, or other entity related to, Greystar Development East, LLC, as permitted by Section 19.4 of the Purchase Agreement as modified by this Sale Order. Accordingly, all references below to Buyer are to GS Gallatin Pike Apartments Owner, LLC.

E. The sale of the TN Property to Buyer in accordance with the Purchase Agreement, and the assumption of the Purchase Agreement as modified by this Sale Order, is an appropriate exercise of the Trustee's business judgment, and is in the best interests of the Debtors and their estates. After taking into account all factors, the Purchase Agreement as modified by this Sale Order represents the highest and best offer for the TN Property.

F. Good, sufficient, and sound business justification exists, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, for the sale of the TN Property to Buyer and the assumption of the Purchase Agreement as modified by this Sale Order.

G. The sale of the TN Property is duly authorized pursuant to sections 363(b)(l) and 363(f) of the Bankruptcy Code and Bankruptcy Rule 6004(f). As demonstrated by (i) any testimony and other evidence adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the TN Property was sufficiently and appropriately marketed pre-petition and the Trustee conducted all aspects of the sale process at arms' length, in good faith, in compliance with applicable law, and in all respects reasonably calculated to maximize value for the benefit of all stakeholders. The Purchase Agreement as modified by this Sale Order constitutes the highest or otherwise best existing offer for the TN Property.

H. The Trustee (i) has full requisite power and authority to execute all documents necessary to effectuate the sale of the TN Property, and the sale of the TN Property to the Buyer has been duly and validly authorized by all necessary action, (ii) has all of the power and authority necessary to consummate the sale of the TN Property and all transactions contemplated by the Purchase Agreement as modified by this Sale Order, and (iii) requires no consents or approvals that have not been obtained, other than the Court's entry of this Sale Order and those expressly provided for in the Purchase Agreement as modified by this Sale Order, to consummate such transactions.

I. Approval of the Purchase Agreement as modified by this Sale Order and

consummation of the sale and related transactions provided for in the Purchase Agreement and in this Sale Order are in the best interests of the Debtors' creditors, Debtors' estates, and other parties in interest.

J. Trustee has demonstrated both (i) good, sufficient, and sound business purposes and justifications, and (ii) compelling circumstances for this Court to approve the Purchase Agreement as modified by this Sale Order, and consummation of the sale of the TN Property pursuant to section 363(b) of the Bankruptcy Code.

K. The modifications to the Purchase Agreement as set forth in this Sale Order were negotiated, proposed, and agreed to by the Trustee and the Buyer without collusion, in good faith, and on an arms-length basis. The Buyer is a third party purchaser with no affiliations with the Debtors or their estates. Neither the Trustee, nor the Buyer, nor any affiliate of the Buyer has engaged in collusion or any conduct that would otherwise control or tend to control the Purchase Price as between or among potential bidders nor in any conduct that would cause or permit the Purchase Agreement as modified by this Sale Order, to be avoided under section 363(n) of the Bankruptcy Code or any other applicable law. No one has established or suggested that the Debtors engaged in any such conduct.

L. The Buyer is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. Neither the Trustee nor the Buyer have engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of or implicate section 363(n) of the Bankruptcy Code to the Purchase Agreement as modified by this Sale Order, or to the consummation of the sale and transfer of the TN Property to the Buyer. There is no evidence whatsoever in the record that the Debtors engaged in any such conduct.

M. The Buyer is not an "insider" of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

N. The consideration provided by the Buyer for the TN Property pursuant to the Purchase Agreement as modified by this Sale Order, is (a) the highest or otherwise best existing offer received by the Trustee for the TN Property; (b) fair and reasonable; (c) in the best interests of the Debtors' creditors and estates, (d) reasonably equivalent value under the Bankruptcy Code and any Uniform Fraudulent Transfer Act, including the Delaware Uniform Fraudulent Transfer Act, (e) fair consideration under any Uniform Fraudulent Conveyance Act, and (f) reasonably equivalent value, fair consideration, fair salable value, and fair value under any such laws as applicable or any other applicable laws of the United States, any state, territory, or possession thereof, or the District of Columbia.

O. As of the Closing, pursuant and subject to the terms of the Purchase Agreement as modified by this Sale Order, the transfer of the TN Property and the sale of the TN Property will effect a legal, valid, enforceable, and effective transfer of the TN

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Property and will vest the Buyer with all of the Debtors' estates' right, title, and interest in the TN Property, free and clear of all Liens[4], claims, encumbrances, and other interests of any kind or nature whatsoever (except for the statutory lien for 2023 ad valorem taxes, and any existing easements covering any portion of the Property). The conveyance of the TN Property shall be on an "AS IS/WHERE IS" basis WITH ALL FAULTS.

P. The Buyer would not have entered into the Purchase Agreement as modified by this Sale Order, and would not have consummated the sale of the TN Property, thus adversely affecting the Debtors, their estates, and their creditors, if the sale of the TN Property to the Buyer was not free and clear of all Liens, claims, encumbrances, and other interests of any kind or nature whatsoever (except for the statutory lien for 2023 ad valorem taxes, and any existing easements covering any portion of the TN Property).

Q. The Trustee may sell the TN Property free and clear of all Liens, claims, encumbrances, and other interests of any kind or nature whatsoever (except for the statutory lien for 2023 ad valorem taxes, and any existing easements covering any portion of the TN Property) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. All parties in interest, including, without limitation, any holders of Liens, claims, encumbrances, and other interests, that did not object, or who withdrew their objection, to the sale of the TN Property or the Motion have consented to the relief granted herein pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of any Liens who did object and did not withdraw their objection (if any) fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, if any, attach to the Purchase Price in the order of their priority, with the same validity, force, and effect that they now have as against such property, subject to any claims and defenses the Trustee or Buyer may possess with respect thereto. Additionally, the provisions of Section 363(f) of the Bankruptcy Code have been satisfied, because non-bankruptcy law permits the sale of the TN Property free and clear under Section 363(f)(1) of the Bankruptcy Code; and the parties could be compelled to accept money satisfaction of such interest under Section 363(f)(5).

R. Neither the Buyer nor any of its affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither the Buyer nor any of its affiliates shall assume or in any way be responsible for any liability or obligation of the Debtors and/or their estates, except as otherwise expressly provided in the Purchase Agreement as modified by this Sale Order, or in this Sale Order.

S. Time is of the essence in consummating the sale to the Buyer. In order to maximize the value of the sale of the TN Property it is essential that the sale of

[4] "Lien" shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

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the TN Property occurs ASAP. The Buyer is acting in good faith, pursuant to section 363(m) of the Bankruptcy Code, in closing the transactions contemplated by the Purchase Agreement as modified by this Sale Order, at any time on or after the entry of this Sale Order. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rule 6004(h) .

IT IS HEREBY ORDERED THAT:

1. All factual findings and conclusions of law are approved and Ordered.

2. The Motion is GRANTED, as set forth in this Order.

3. Any and all objections, if any, to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are hereby overruled on the merits with prejudice.

Approval Of Purchase Agreement

4. The Purchase Agreement, including all of the terms and conditions thereof, are hereby approved with the following modifications (the "**Modified Purchase Agreement**"):

Sections 9.1 – 9.13 thereof are deleted in their entirety and replaced by the following:

> **9.1 Authority of Trustee**. Seller is in a chapter 7 proceeding in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"). The chapter 7 trustee appointed therein (the "**Trustee**"), subject to Bankruptcy Court Approval, has all requisite authority to consummate the transactions contemplated by the Modified Sale Agreement.
>
> **9.2 Foreign Person**. To the actual knowledge of the Trustee, Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a) (30) of the Code (as defined below).
>
> **9.3 Limitation of Seller's Representations and Warranties; Conveyance of Property**. Except for the representations set forth in section 9.1 and 9.2, the Trustee makes no representation or warranty, express or implied, at law or in equity with respect to the Property. The Trustee shall convey, and Buyer shall accept, the Property and all improvements thereon, in "AS IS/Where IS" condition, WITH ALL FAULTS via a trustee deed (and not a warranty deed).

Sections 10.1 – 10.4 thereof are deleted in their entirety and replaced with the following:

> **10.1 Copies of Material Notices**. Prior to the Closing Date, the Trustee shall provide to Buyer, promptly following the Trustee's receipt, any written notices of alleged material violations of applicable law with respect to the Property received by the Trustee.

Section 12.2 – 12.2.6 thereof are deleted in their entirety and replaced with the following:

> **12.2 Documents to be Delivered by Trustee**. the Trustee shall deliver to Buyer at Closing a trustee deed and bill of sale in form and substance reasonably satisfactory to Buyer, and any other instruments of sale, assignment, transfer and conveyance that, in the reasonable judgment of Buyer are reasonably necessary to effectively vest in Buyer good and valid title to and perfect the interests of Buyer in the Property, free and clear of all liens, claims, encumbrances, and other interests in the Property except as expressly permitted herein or in the Sale Order. Such instruments shall not provide any representations and/or warranties not provided under this Agreement.

Sections 12.4 and 12.5 thereof are deleted in their entirety and replaced with the following:

> **12.4 Payment of Costs.** Notwithstanding anything in this Agreement to the contrary, at Closing, Seller and Buyer shall each pay their own respective costs incurred with respect to the entry into this Agreement and the consummation of the purchase and sale of the Property including, without limitation, attorney's fees. Notwithstanding the foregoing, Seller shall pay one-half (1/2) of any escrow fee charged by the Escrow Agent (to the extent permitted by the terms of this Agreement); and Buyer shall pay all other costs of closing including, without limitation: (i) all premiums or other charges for an owner's standard Title Policy together with any additional premiums for title insurance endorsements or extended coverage; (ii) all fees to record the Deed; (iii) the cost of the Survey; (iv) any transfer taxes, documentary, and similar fees imposed in connection with this transaction and/or the recording of the Deed under applicable local or state law (but specifically no excise or franchise taxes owed by Seller); (v) all costs of financing including lender's title insurance premium, if any, and (vi) one-half (1/2) of any escrow fee charged by the Escrow Agent (to the extent permitted by the terms of this Agreement). For the avoidance of doubt, Buyer shall not have any obligation with respect to the real estate commission, if any, of Seller's broker as identified in Section 16 hereof.

> **12.5. Real Estate Taxes.** All general real property taxes and assessments ("**Real Estate Taxes**") shall be prorated between the parties as of the Closing Date. After Closing, Buyer and the Trustee shall reconcile the actual amount of Real Estate Taxes upon receipt of final bills.

5. Pursuant to sections 363(b) and (f) of the Bankruptcy Code, the Buyer and the Trustee are authorized to perform their respective obligations under, and comply with the terms of, the Modified Purchase Agreement and consummate the sale of the TN Property and related transactions, pursuant to and in accordance with the terms and conditions of the Modified Purchase Agreement and this Sale Order. If the Trustee (i) did not receive a proposal for an Alternative Transaction by the Objection Deadline, or (ii) did receive a proposal for an Alternative Transaction by the Objection Deadline, but such proposal was not approved by this Court at the Sale Hearing (i and ii each being a "**Unapproved Alternative Transaction Scenario**"), then the Trustee shall consummate the Sale of the TN Property and related transactions pursuant to and in accordance with the terms and conditions of the Modified Purchase Agreement and this Sale Order, unless the Trustee determines that closing on the sale to the Buyer would be inconsistent with his fiduciary duties (the "**Fiduciary Out**"). The Trustee is further authorized to pay, without further order of this Court, whether at, or after the Closing, from sale proceeds, any reasonable expenses or costs that are required to be paid in order to consummate the transactions contemplated by the Modified Purchase Agreement or perform his obligations under the Modified Purchase Agreement, including any Broker commission.

6. The Trustee is authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement, the Modified Purchase Agreement, together with all additional instruments, documents, and other agreements that may be reasonably necessary or desirable to implement the Modified Purchase Agreement, and to take all further actions as

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may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Modified Purchase Agreement.

7. This Sale Order and the Modified Purchase Agreement shall be binding and unavoidable (and not subject to rejection) in all respects (including in these cases and any converted or subsequently filed cases of the Debtors) upon the Buyer, the Trustee, Debtors and their estates, successors, and assigns, all creditors of and equity holders in the Debtors, and any and all other parties in interest; including, without limitation, any subsequently appointed trustee in these or any other cases and any and all holders of Liens, claims, encumbrances, and other interests (including holders of any rights or claims based on any putative successor or transferee liability) of any kind or nature whatsoever in the TN Property, and any successor trustee appointed in this chapter 7 cases or upon any conversion to chapter 11 under the Bankruptcy Code.

8. The terms of the Modified Purchase Agreement and any ancillary agreements may be waived, modified, amended, or supplemented by the written and signed agreement of the Trustee and the Buyer without further action of the Court; provided, however, that any such waiver, modification , amendment, or supplement is not material or is not adverse to the Debtors' estates. Any material modification, amendment, or supplementation of the Modified Purchase Agreement or any ancillary agreements may only be enacted upon further order from this Court.

Transfer of the Property

9. Except as expressly permitted or otherwise specifically provided by the Modified Purchase Agreement or this Sale Order, all persons and entities (as defined in sections 101(15) and 101(41) of the Bankruptcy Code), including, but not limited to, all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, parties to executory contracts and unexpired leases, creditors holding Liens or claims of any kind or nature whatsoever

against or in the Debtors or any of the TN Property (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated) arising under or out of, in connection with, or in any way relating to, the Debtors, the TN Property, the operation of the Debtors' business prior to the Closing or the transfer of the TN Property to the Buyer, hereby are forever barred, estopped, and permanently enjoined from asserting any Liens or claims of any kind or nature whatsoever against the Buyer and its successors, designees, assigns, or property, or the TN Property conveyed in accordance with the Modified Purchase Agreement.

10. The conditions of Section 363(f) of the Bankruptcy Code have been satisfied in full. The transfer of the TN Property to the Buyer pursuant to the Modified Purchase Agreement shall constitute a legal, valid, and effective transfer of the TN Property (and good and marketable title to the TN Property) on the Closing, and shall vest the Buyer with all of the Debtors' and estates' rights, title, and interests in the TN Property free and clear of all Liens, claims, encumbrances, and other interests of any kind or nature whatsoever (except for the statutory lien for 2023 ad valorem taxes, and any existing easements covering any portion of the TN Property).

11. If any person or entity that has filed financing statements, mortgages, mechanic's liens, Lis pendens, or other documents or agreements evidencing Liens in the TN Property conveyed pursuant to the Modified Purchase Agreement and this Sale Order has not delivered to the Trustee, prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens which the person or entity has with respect to the TN Property or otherwise, then (a) the Trustee or the title company closing the sale of the TN Property are hereby authorized to, without any obligation, execute and file such statements, instruments, release and other documents on behalf of the person or entity with respect to the TN Property, and (b) the Buyer is hereby authorized to file, register, or otherwise record a

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certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the TN Property of any kind or nature whatsoever (except for the statutory lien for 2023 ad valorem taxes).

12. All Liens on the TN Property (except for the statutory lien for 2023 ad valorem taxes) shall attach to the Net Sale Proceeds in the same order of priority as existed prior to the Sale, subject to any claims and defenses the Trustee or Buyer may possess with respect thereto.

13. To the extent that any books and records are included as part of the sale or in connection with Seller's due diligence deliveries under Section 7 of the Modified Purchase Agreement, the Trustee shall have reasonable access to any such books and records which may be necessary for the administration of the Chapter 7 Cases.

Additional Provisions

14. This Sale Order (a) shall be effective as a determination that, upon the Closing, all Liens, claims, encumbrances, and other interests of any kind or nature whatsoever existing as to the TN Property prior to the Closing have been unconditionally released , discharged, and terminated (except for the statutory lien for 2023 ad valorem taxes, and any existing easements covering any portion of the TN Property) and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, foreign, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file; register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to, the TN Property.

15. The Modified Purchase Agreement has been negotiated and entered into with the Buyer at arm's length and in good faith and the Buyer is a good faith purchaser of the TN Property as that term is used in section 363(m) of the Bankruptcy Code. The Buyer is hereby granted the protections of a good faith purchaser under Bankruptcy Code Section 363(m). The consideration provided by Buyer for the sale of the TN Property is fair and reasonable and the highest and best offer for the TN Property, and the sale may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law.

16. Neither the Buyer nor any of its affiliates are or shall be deemed, as a result of the consummation of the sale contemplated herein, to: (a) be legal successors to the Debtors or their estates by reason of any theory of law or equity, (b) have, de facto or otherwise, merged with or into the Debtors, or (c) be an alter ego or a mere continuation or substantial continuation or successor of the Debtors in any respect. Except as expressly permitted or otherwise specifically provided for in the Modified Purchase Agreement or this Sale Order, neither the Buyer nor any of its affiliates shall (i) assume or in any way be responsible for any liability or obligation of the Debtors and/or their estates or (ii) have any liability or responsibility for any liability or other obligation of the Debtors arising under or related to the TN Property or otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Modified Purchase Agreement, the Buyer and its affiliates shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Buyer and its affiliates shall have no successor or vicarious liabilities of any kind or character including but not limited to any theory of warranty, product liability, environmental, successor or transferee liability, labor law, de facto merger, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the

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Debtors, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing.

17. This Court retains jurisdiction to enforce and implement the terms and provisions of the Modified Purchase Agreement, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to: (a) compel delivery of the TN Property or performance of other obligations owed to the Buyer in an Unapproved Alternative Transaction Scenario, unless the Trustee exercises his Fiduciary Out, (b) resolve any disputes arising under or related to the Modified Purchase Agreement; (c) interpret, implement, and enforce the provisions of this Sale Order and the Modified Purchase Agreement; and (d) protect the Buyer and its affiliates against (i) any Liens against the Debtors or the TN Property of any kind or nature whatsoever (except for the statutory Lien for 2023 ad valorem taxes), and (ii) any creditors or other parties in interest regarding the turnover of any of the TN Property that may be in their possession.

18. The stay of this Sale Order provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby lifted to allow for the Closing of the sale of the TN Property to occur immediately or thereafter; and notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any entity obtaining a stay pending appeal, the Trustee and the Buyer are free to close the sale under the Modified Purchase Agreement and this Sale Order in accordance with its terms at any time.

19. To the extent of any conflict between the Modified Purchase Agreement and this Sale Order, the terms and provisions of this Sale Order shall govern. The failure to specifically

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reference any particular provisions of the Modified Purchase Agreement or other related documents in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Modified Purchase Agreement and other related documents be authorized and approved in their entirety. The Modified Purchase Agreement and all of its terms are incorporated herein by reference.

20. The Modified Purchase Agreement is assumed pursuant to Section 365 of the Bankruptcy Code. No cure amount or adequate assurance of future performance is required in addition to the Trustee timely performing his obligations under the Modified Purchase Agreement and this Sale Order.

21. The ad valorem taxes for tax year 2023 pertaining to the TN Property shall become the responsibility of the Buyer and the ad valorem tax liens of Davidson County for the 2023 tax year are hereby expressly retained against the TN Property until payment is made to fully satisfy the 2023 ad valorem taxes, and any penalties or interest which may ultimately accrue to those 2023 taxes. As between the Buyer and Seller, the Buyer will be credited at Closing for pro-rated 2023 ad valorem taxes for the period of January 1, 2023 through the Closing Date.

22. The provisions of this Sale Order are non-severable and mutually dependent. Further, any actions taken pursuant thereto shall survive entry of any order dismissing any of the Debtors' bankruptcy cases.

23. This Sale Order shall be binding upon, and shall inure to the benefit of, the Trustee, the Buyer, all creditors, equity interest holders, and parties in interest, and their respective successors and assigns.

24. The Trustee is authorized to pay at Closing the ordinary and customary closing costs of Seller (to the extent set forth in the Modified Purchase Agreement) from sale proceeds.

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25. The fourteen (14) day stay contemplated by Bankruptcy Rule 6004(h) is hereby waived, and the Trustee and the Purchaser are authorized to implement immediately the relief granted by this Order.

26. Notwithstanding anything to the contrary in the Modified Purchase Agreement, the Closing Date shall occur within two (2) business days of this Order becoming final and non-appealable, unless extended by agreement in writing signed by all parties or such later date as agreed to in writing by the parties.

27. The Trustee and the Buyer are authorized, empowered, and directed to take all actions necessary to implement the relief granted by (and the sale approved by) this Order.

28. The conditions of 7.1.1. and 7.1.2 of the Modified Purchase Agreement have been satisfied and the Contingency Period under the Modified Purchase Agreement has expired. Accordingly, Buyer no longer has the right to terminate the Modified Purchase Agreement under section 7.2 of the Modified Purchase Agreement.

29. Notwithstanding anything to the contrary in the Modified Purchase Agreement, including paragraph 17 thereof, in the event this Court has not approved an Alternative Transaction, the Buyer is not in default of the Modified Purchase Agreement, and the Trustee fails to close on the sale of the TN Property to the Buyer, then Buyer's sole and exclusive alternative remedies shall be (i) the return of the Earnest Money Deposit, or (ii) compelling the Trustee to close on the Sale of the TN Property to Buyer per the Modified Purchase Agreement without any award of monetary damages except for an administrative expense for reasonable and documented costs, expenses, and attorney's fees relating to compel such closing, unless the Trustee exercises his Fiduciary Out. In the event the Trustee closes on an Alternative Transaction, the Buyer shall also be entitled to reimbursement (as an administrative expense) of its reasonable and documented

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post-petition costs, expenses, and attorney's fees relating to the Modified Purchase Agreement and Buyer's efforts to purchase the TN Property. Any such reimbursement to Buyer shall be made solely from the proceeds of an Alternative Transaction.

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Dated: April 25th, 2023
Wilmington, Delaware

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Certificate of Authenticity

I, Ginger Dean, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 05/10/2023.

Date

Affiant Signature

5/11/23

Date

State of Tennessee

County of Shelby

Sworn to and subscribed before me this 11th day of May, 20 23.

Notary's Signature

My Commission Expires: 12-30-2025

Date

Notary's Seal (if on paper)

GENIE RUSHING
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
MY COMMISSION EXPIRES 12-30-2025