Docket #0240 Date Filed: 09/23/2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

**Caption in Compliance with D.N.J. LBR 9004-1(b)**
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| In re:<br><br>POOLIN TECHNOLOGY PTE. LTD., *et al.*[1]<br><br>Debtors. | Case No. 26-18325 (EJO)<br><br>Chapter 11<br><br>(Jointly Administered)<br><br>Judge: Eamonn J. O'Hagan |

**SUPPLEMENTAL DECLARATION OF MICHAEL DUFRAYNE REGARDING AUCTION RESULT AND IN SUPPORT OF APPROVAL OF SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS**

MICHAEL DUFRAYNE, being of full age, hereby declares pursuant to 28 U.S.C. § 1746 under penalty of perjury as follows:

1. I am the Chief Restructuring Officer ("CRO") of Poolin Technology Pte. Ltd. ("Poolin") and its affiliated debtors and debtors-in-possession: Lonestar Dream Inc. ("LSD"); and

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors' federal tax identification number, are: Poolin Technology Pte. Ltd., a Singapore Private Limited Company; Lonestar Dream Inc. (5105); and Lonestar Taproot LLC (4118). The location of the Debtors' service address for purposes of these Chapter 11 Cases is: c/o Michael DuFrayne, CRO, 2564 US Highway 1, PMB #16884166, Lawrence, NJ 08648.



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Lonestar Taproot, LLC ("LST" and collectively, the "Debtors").

2. I am over the age of 18 years and authorized to submit this supplemental declaration (the "Supplemental Declaration") in further support of the Debtors' motion seeking approval of the proposed sale of the Assets (as defined in the Asset Purchase Agreements) associated with the Debtors' Pyote and Tarbush facilities and the relief requested in connection therewith [Docket No. 30] (the "Motion").[2]

3. Except as otherwise indicated, the facts set forth in this Supplemental Declaration are based upon my personal knowledge, my review of relevant documents and information provided to me by the Debtors' professionals and advisors, and my experience as CRO of the Debtors. If called to testify, I could and would testify competently to the facts set forth herein.

4. I previously submitted declarations in support of the Motion. [Docket Nos. 2, 105]. I submit this Supplemental Declaration in further support, including with respect to the auction conducted on September 10, 2026 (the "Auction"), the events occurring after the Auction, and the Debtors' subsequent determination, in consultation with the Official Committee of Unsecured Creditors (the "Committee"), to proceed with a sale transaction for the Assets with Hut 8 Corp. ("Hut 8").

**The Auction**

5. On August 17, 2026, the Court entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Designate the Stalking Horse Bidder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Procedures for the Assumption and Assignment of or Rejection of Designated Executory Contracts and Unexpired Leases, (V) Scheduling a Sale Hearing and*

[2] Capitalized terms used but not defined herein have the meanings given to such terms in the Motion.

*Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief* [Docket No. 138] (the "Bid Procedures Order"), which, among other things, approved the Bidding Procedures.

6. On August 19, 2026, in accordance with the Bid Procedures Order, the Debtors filed and served a *Notice of Sale by Auction and Sale Hearing* [Docket No. 148] whereby the Debtors provided notice of the Auction taking place on September 10, 2026.

7. Prior to the Auction and following the marketing and competitive bidding process established under the Bidding Procedures, the Debtors received multiple Qualified Bids for the Assets, including bids for the Pyote Assets and the Tarbush Assets individually and bids for all or substantially all of the Assets as a whole.

8. On September 10, 2026, at 10:00 a.m. (EST), the Debtors held the Auction both virtually and in person at the offices of Archer & Greiner, P.C., 1025 Laurel Oak Road, Voorhees, NJ 08043. I was present and conducted the Auction. Counsel for the Debtors and Committee attended the Auction.[3] Counsel for DBR Land attended the Auction remotely by permission. All of the bidders were represented by counsel either in person or remotely.

9. The Auction was transcribed by Shannon Yost and Alan Peacock, Certified Court Reporters. The transcript is lengthy, as the Auction did not end until around 10:40 p.m. A copy of the transcript is attached hereto as Exhibit "A."

10. Before starting the Auction, I made certain announcements regarding Auction rules and conditions ("Auction Rules"). A copy of the Auction Rules is annexed hereto as Exhibit "B."

11. The Auction was conducted to provide all Qualified Bidders with a fair opportunity to submit competing bids for the Assets to permit the Debtors to maximize the value of the Assets for the benefit of the Debtors' estates and creditors.

[3] Counsel to the Committee participated remotely.

12. The starting "Baseline Bid" in the aggregate for the Assets at Auction was the offering of Hut 8 at $55,482,500; and the Baseline bids for the Tarbush Assets was the offering of Fluidstack, under its APA at $46,000,000 and for the Pyote Assets, Giga Energy, Inc., under its APA, at $16,000,000.

13. For over 12 straight hours, with little more than a 15-minute lunch break, the Debtors, I, and Debtors' counsel not only conducted a fairly complicated Auction but also made themselves fully available during the conduct of the Auction to all of the bidders and their counsel.

14. At the outset of the Auction, during the announcements, and then at various times during the Auction, either directly or through counsel, all bidders were made specifically aware that the Debtors and Committee would consider each bid based upon the total value of such bid to the Debtors' estates, including all economic and non-economic terms offered. Bidders were told by Debtors' counsel at the outset of the Auction and at its conclusion that such considerations would include evaluation of offered APA contractual terms. The bids during Auction included waivers and variations of APA terms. There were extended conversations during the Auction between the Debtors, Committee, bidders and counsel regarding the APA terms and other alternative consideration forms offered by certain bidders. The Auction was not a static process. At the conclusion of the Auction, counsel for the Debtors had a conversation after the record of the Auction had closed.

15. Those considerations included not only the stated purchase price, but also the form and timing of the consideration, modifications to the terms of the APAs more favorable to the Debtors, the conditions to closing, execution risk, timing, certainty of consummation of a final sale, and the overall value and benefit of each transaction to the Debtors' estates and creditors.

16. As set forth in the Transcript attached, at the outset of the Auction certain of the "individual" asset bidders objected to my commencing the Auction with lot bids, followed by bids for the Assets in the aggregate. After deliberation with counsel, the Debtors and Committee determined to start bidding with qualified bidders in the aggregate followed by lot bidding by those qualified bidders. Certain aggregate bidders then voiced their objections to the sequencing of bids.

17. The attached transcript sets forth the bidding history on the lot bids and in the aggregate, colloquy during the Auction with bidders and counsel and related matters.

18. At the conclusion of the Auction, I announced the following "winning bids" by dollar amount for the Pyote and Tarbush Assets: Thor as an aggregate bidder at an offering price of $180,000,000. The Backup aggregate bidder on the Assets was announced as Hut 8 at an offering price of $179,000,000. Giga Energy was the high lot bidder on the Pyote Assets at $36,750,000 and Thor was the high lot bidder on the Tarbush Assets at $103,000,000.

19. At around 10:45 p.m., given the late hour, the Court Reporter (who had transcribed the proceedings since mid-morning) was relieved and the Debtors' counsel then advised counsel for Thor and Hut 8 that there was insufficient time at the late hour to begin the process of reviewing and negotiating APA terms with the bidders. Hut 8's APAs had been received the prior evening. Debtors' counsel advised that APA discussions would begin the following day. Counsel for Thor noted that the following evening was the commencement of Rosh Hashanah.

**Post-Auction Efforts to Document Thor's Winning Bid**

20. On September 11, 2026, the day after the Auction, at around 5:00 p.m., Thor's counsel advised that Thor would not entertain any substantive revisions to Thor's APAs, originally signed on July 22, 2026.

21. The other bidders at Auction agreed to negotiate their APA terms as consideration supplemental to their dollar amount bids.

22. Consistent with the provisions of the Bid Procedures and terms of the Auction announcements, Thor was requested to "top up" their bid deposit to 5% of the total bid amount of $180,000,000. The prior bid deposit on hand from Thor was only 1.5% of their total bid. Despite repeated requests to Thor for a top up over the ensuing days, Thor refused to do so; Hut 8 did not. Hut 8's APAs provide for deposits of 7.5% of the total purchase price for the Assets.

23. The Debtors also requested that Thor waive certain language in its APAs granting Thor "sole and absolute discretion" with respect to energy approval and title provisions which, if not removed, would permit Thor to unilaterally decline to close the transactions. All of the other bidders at Auction agreed to remove these provisions from their APAs.

24. The Debtors also requested that Thor agree to continue the closing date in the original APAs from November 11, 2026 to December 15, 2026, with extension provisions for up to 90 days. This was requested due to an expected energy "Approval" document (directly related to an APA closing provision) to be issued by or for ERCOT on or about December 10, 2026. Thor declined to agree while all of the other bidders agreed to this revision.

25. APA language concessions are important considerations for the Debtors in this case. The Debtors and Committee could not evaluate bids solely by reference to a bidder's stated monetary purchase price.

26. The bids in this case are tied to certain dates and future events. In the Debtors' business judgment, the certainty and enforceability of a purchaser's obligation to close are material components of the economic bid. Put succinctly, the amount of the bid is not the only driver in this case of the value of the bid.

27. As a result, the Debtors were unable to reach agreement with Thor on definitive documentation that, in the Debtors' reasonable business judgment (in consultation with the Committee), provided sufficient certainty that Thor's $180 million bid would be consummated and that the Debtors' estates would not realize the stated consideration.

**The Debtors' Reengagement with Hut 8**

28. In light of these developments with Thor, and after consultation with the Committee, Thor was formally requested (twice), in writing, to confirm whether or not it was willing to negotiate further. The answer each time was no.

29. The Debtors and Hut 8 then engaged in arm's-length negotiations concerning both the economic and contractual terms upon which Hut 8 would be willing to proceed with the sale transactions. As a result of these negotiations Hut 8 agreed to proceed with a transaction providing the Debtors with alternative consideration structures consisting of either (a) $140,000,000 in cash payable at closing, or (b) an alternative transaction at a higher overall price with cash at closing and deferred consideration, in each case subject to agreed terms and conditions set forth in revised APAs.

30. The revised Hut 8 transaction was not the result of any preference for Hut 8 or an effort by the Debtors to confer a benefit upon Hut 8. Rather, the revised terms were the product of arm's-length negotiations conducted after Thor declined to proceed on material terms the Debtors considered necessary to provide adequate certainty of performance and closing on the sale transaction.

31. Following lengthy, daily negotiations with Hut 8 over the last nine days, and many consultations with the Committee, the Debtors, with Committee approval, have selected Hut 8's bid' for a total consideration of $140,000,000 ("Hut 8's Bid") as the prevailing aggregate bid for

the Assets. The final "Hut 8 APAs" were completed today and are attached as Exhibit "C." Hut 8 is a large public company and signed APAs will be filed with the Court prior to the sale approval hearing.

32. The Debtors and the Committee did not evaluate the transaction solely by comparing Hut 8's Bid to the stated amount of Thor's bid. Instead, consistent with the Bidding Procedures and the Debtors' obligation to maximize value for their estates, the Debtors, in consultation with the Committee, considered the totality of the circumstances and the overall value reasonably expected to be actually realized by the estates as well as the risk of further delay, the costs associated with continued administration of these Chapter 11 Cases, and the risk to the estates if a proposed transaction ultimately failed to close. The Debtors, in consultation with the Committee, also evaluated Hut 8's Bid based upon the transaction actually available to the estates at the time in light of Thor's refusal to proceed.

33. Based upon those considerations, and after consultation with the Committee and the Debtors' professionals, the Debtors determined in the exercise of their business judgment that Hut 8's Bid represents the highest and best available and executable transaction for the Assets. The Debtors determined that the greater certainty associated with Hut 8's Bid outweighed that of Thor's because Thor was quite clearly unwilling to agree to terms of sale that the Debtors and Committee considered necessary to provide a reasonable certainty of closing on the sale transaction.

34. The APAs of the prevailing backup bidders, Fluidstack on the Tarbush Assets and DigipowerX on the Pyote Assets are attached as Exhibit "D."

**Good Faith and Arm's-Length Sale Process**

35. The Debtors' decision to proceed with Hut 8 was made in good faith, after consultation with the Debtors' professionals and the Committee and its professionals, and in the exercise of the Debtors' reasonable business judgment.

36. The Auction itself was conducted in good faith, at arm's length, and in accordance with the Bidding Procedures. All Qualified Bidders were afforded an opportunity to participate in the Auction and submit competing bids in accordance with those procedures.

37. The Debtors' post-Auction negotiations with Thor likewise were undertaken in good faith and for the purpose of documenting a transaction that provided the Debtors with sufficient certainty that Thor would consummate its bid. The revisions requested by the Debtors from Thor were not intended to favor one bidder over another or to undermine the Auction results. Rather, they were intended to ensure that the bid ultimately selected by the Debtors could be documented and consummated on terms providing sufficient certainty and value to the estates.

38. When those negotiations did not result in definitive agreements acceptable to the Debtors, the Debtors' subsequent negotiations with Hut 8 were likewise conducted in good faith and at arm's length. Neither the Debtors nor, to my knowledge, Hut 8 engaged in any collusion, fraud, or improper conduct in connection with the Auction, the post-Auction negotiations, or the proposed Hut 8 transactions.

39. The Debtors have continued to consult with the Committee throughout this process. The Committee supports the Debtors' determination to proceed with Hut 8's bid as the prevailing bid.

40. Based upon the competitive sale process, including the results of the Auction, the subsequent negotiations with Thor and Hut 8, the terms of the respective transactions, and my

discussions with the Debtors' and Committee's professionals, I believe that Hut 8's bid is fair and reasonable, was negotiated in good faith and at arm's length, and provides the Debtors with the best available combination of value and certainty of consummation.

41. I further believe that approval of the sale to Hut 8 is in the best interests of the Debtors, their estates, their creditors, and other stakeholders and represents the best available means of maximizing the value of the Assets.

42. Accordingly, I respectfully request that the Court approve the sale of the Assets to Hut 8 pursuant to the Revised Hut 8 APAs and grant the related relief requested by the Debtors.

I certify that the foregoing statements made by me are true to the best of my knowledge, information, and belief.

Dated: September 23, 2026

By: */s/ Michael DuFrayne*
MICHAEL DUFRAYNE
CRO

**EXHIBIT A**

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW JERSEY

IN RE: POOLIN TECHNOLOGY PTE. LTD., et al.,

Debtors.

Chapter 11

Case No. 26-18325 (EJO)

Judge: Eamonn J. O'Hagan

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THE BIDDING PROCEDURES were taken stenographically by Shannon P. Yost and Alan Peacock, Certified Court Reporters, via Zoom on the 10th day of September, 2026, commencing at 10:00 a.m., EST.

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APPEARANCES:
Michael DuFrayne
Stephen Packman
John Magliano
Julia Jiang
Douglas Leney
Alexander Andrews
Bradford Sandler
Robert Feinstein
Shirley Cho
Jason Rosell
Kenneth Ehrler
Jack Sitts
Alec Amar
Chang Oichen
Amy Huber
Qi Su
Yuang Song
Zhang HongXing
Asher Genoot
Jimmy Martini
Michael Perez
Patrick Dussol
Greg Irwin
Kathy Zang
Kevin Pam
Jack Battersby
Robert Montejo
Wayne Morris
Natasha Songonuga
Tim
Greg Behrman
Raj
Christian Flocos
Jake Gordon
Steven Jones
Andrew Dunlap
Sam Sapnar
Brad Whitehead
Megan Young-John
Illana Volkov
Steven Cohen
R.E. Grossman
Pei-Hsuan Chiu



MR. PACKMAN: Good morning. Good morning, committee members. My name is Steve Packman from Archer & Greiner. We're here today for the auction in the Poolin case before Judge O'Hagan, United States Bankruptcy Court.

Oh, is the court reporter recording? I'm sorry.

THE COURT REPORTER: Yes.

MR. PACKMAN: Okay. Did you get all that, or should I start again?

THE COURT REPORTER: I got it.

MR. PACKMAN: We're here in the Poolin bankruptcy, Chapter 11, proceedings, United States Bankruptcy Court, New Jersey, for the auction, Case Number 26-18325. We're here for the auction of what we are referring to as the Pyote assets and the Tarbush assets of the Lonestar debtors pursuant to a bid-procedures order that was entered by the Court on August 17, 2026.

So the way we're going to do this, just to make sure we have everybody, is I have an attendance list that I'm going to go through. Hopefully everybody's here, but if you notice somebody on your team's not here, you can let us know.



So, first, we have DigiPower. A lot of counsel is here, and we should have online Alex Amar.

UNIDENTIFIED SPEAKER: Alec.

MR. PACKMAN: Oh, I'm sorry. Alec.

MR. AMAR: I'm here.

MR. PACKMAN: Okay. Then we have the unsecured creditors committee members. We have five names: Chang Qichen -- I'm going to mispronounce all of these. I'm sorry. I apologize. Hua Ruo Ping -- Hua Ruo Ping.

MR. SU: He's not available.

MR. PACKMAN: Qi Su.

MR. SU: Yeah, I'm here.

MR. PACKMAN: Yuan Song. Mr. Song?

MR. SONG: Yeah.

MR. PACKMAN: And Zhang HongXing.

MR. HONGXING: Yes, here.

MR. PACKMAN: Okay. Anyone else for -- any other members?

(No response.)

MR. PACKMAN: Hut8, we have Asher Genoot.



UNIDENTIFIED SPEAKER: Genoot.

MR. PACKMAN: Genoot.

UNIDENTIFIED SPEAKER: I don't think --

(Unreportable crosstalk.)

UNIDENTIFIED SPEAKER: -- at this time, but we expect him.

MR. PACKMAN: All right. Let us know if he joins, please.

Jimmy Martini.

MR. MARTINI: Here. I also have Michael Perez in the room on this call with me.

MR. PACKMAN: Got it.

Patrick --

Thank you. Sorry.

Patrick Dussol.

MR. IRWIN: I don't believe he's on either, but he may join. I will let you know if he does.

MR. PACKMAN: Okay. And Mr. Carty is here. And Greg Irwin is --

MR. IRWIN: Yeah, Greg Irwin. Yep.

UNIDENTIFIED SPEAKER: Greg Irwin is counseling.

MR. PACKMAN: No. He's --

MR. IRWIN: I'm Hut8.

UNIDENTIFIED SPEAKER: Oh, a business?
MR. IRWIN: Yep.
MR. PACKMAN: Okay. We have our Stalking Horse Thor Calap. Greg Behrman.
MR. BEHRMAN: Here with Raj in the room.
MR. PACKMAN: Okay. Is Christian on?
MR. FLOCOS: Yes, I'm here.
MR. PACKMAN: Christian Flocos. Jack Sitts?
MR. BEHRMAN: No. He -- he will probably not be on.
MR. PACKMAN: Okay. Giga Energy. We have Jake Gordon here as counsel, and Steven Jones, counsel as well, from Foley should be on.
MR. JONES: Yeah, I'm online. Thank you.
MR. PACKMAN: And then we have Brandon Martin.
UNIDENTIFIED SPEAKER: No, we don't.
MR. PACKMAN: No? He's not joining?
UNIDENTIFIED SPEAKER: He's not going to join.
MR. PACKMAN: Okay. Andrew Dunlap.
UNIDENTIFIED SPEAKER: He is on the



line.
MR. PACKMAN: Brad Whitehead.
MR. JONES: He will not be joining. Sam Sapnar will be joining in his place, and he is on the line.
MR. PACKMAN: Spell that, please. S-A-P-N-A-R?
UNIDENTIFIED SPEAKER: Yeah.
MR. PACKMAN: All right. Sam Sapnar. Pachulski. Counsel for the committee: Brad Sandler.
UNIDENTIFIED SPEAKER: He's here. I see him.
UNIDENTIFIED SPEAKER: Me, too.
MR. PACKMAN: Shirley Cho.
MS. CHO: Yes, I'm here. Morning.
MR. PACKMAN: Morning.
Robert Feinstein.
MR. FEINSTEIN: I'm here.
MR. PACKMAN: Jason Rosell.
MR. ROSELL: Present.
MR. PACKMAN: Anyone else?
UNIDENTIFIED SPEAKER: Tim (unintelligible).
UNIDENTIFIED SPEAKER: Well, that would



be --
UNIDENTIFIED SPEAKER: Oh, we have him assigned to the Chelsea room?
UNIDENTIFIED SPEAKER: No. He's on his way, we think. Why don't we just do him -- why don't you guys just introduce yourselves, please. For some reason, I ran out of room.
UNIDENTIFIED SPEAKER: Jack --
MS. JIANG: Julia Jiang.
MR. PACKMAN: How do you spell your last name?
MS. JIANG: J-I-A-N-G.
THE COURT REPORTER: I'm sorry. I didn't hear them, what they said their names --
UNIDENTIFIED SPEAKER: Can you repeat that?
MR. PACKMAN: Sure. For M3, the financial advisors: John Magliano, M-A-G-L-I-A-N-O -- excuse me -- and Julia Jiang, J-I-A-N-G.
MR. EHRLER: Ken Ehrler, M3. I'm not going to be able to make it there in person, so I'm on the Zoom. E-H-R-L-E-R. Thank you.
MR. PACKMAN: So we should assign you to



a room, Ken.
UNIDENTIFIED SPEAKER: I have him assigned to the Chelsea room.
(Unreportable crosstalk.)
MR. PACKMAN: Brad, do you care if Ken's in your room?
MR. SANDLER: No, no, no. That's totally fine.
(A DISCUSSION WAS HELD OFF THE RECORD.)
UNIDENTIFIED SPEAKER: We have one more member in the waiting room.
MR. PACKMAN: Is that Brad Whitehead?
UNIDENTIFIED SPEAKER: Yes. He's got two instances open. I'm just going to assign both.
MR. PACKMAN: Yeah. Okay. So we have Mike DuFrayne, our debtor CRO and auctioneer today. Mike, you here?
MR. DUFRAYNE: I'm here.
MR. PACKMAN: Good. Are you ready to roll?
MR. DUFRAYNE: I made it.
MR. PACKMAN: All right. We have Archer & Greiner people in addition to Steve Packman, P-A-C-K-M-A-N, live. We have Doug

Leney, L-E-N-E-Y, and Alex Andrews, and online, we have Natasha Songonuga, S-O-N-G-O-N-U-G-A. Tasha's here. I see her. And Amy Huber, H-U-B-E-R. Amy?

MS. HUBER: I'm here.

MR. PACKMAN: Amy's our paralegal working on this case.

Is there anybody I did not call that's on the Zoom feed?

MS. YOUNG-JOHN: Hey. Good morning. This is Megan Young-John from DBR Land, LLC observing.

MR. PACKMAN: Okay. Good morning.

MS. YOUNG-JOHN: Good morning.

MR. PACKMAN: Yeah. We agreed to permit DBR's counsel to be an observer today based on some interest that some of the bidders had in the -- in talking to DBR about a landing spot, let's just say, potential landing spot.

MR. COHEN: Steve, it's Steven Cohen. Just making sure you have my appearance for Thor.

MR. PACKMAN: Oh, Steven Cohen -- I'm sorry -- counsel for Thor. I apologize.



Anyone else?

(No response.)

MR. PACKMAN: So we do have a court reporter here today who's going to transcribe. We're not -- we're not recording video of this, but we will have a transcript. And we're going to -- this is going to be -- after the analysis, Mike's going to read the rules in addition to the procedures set forth in the bid procedures order. We're going to start with the Pyote assets. This is going to be a continuing bid auction for each set of assets. We are not going to take breaks between each bid unless a bidder asks for a break and wants to go discuss, you know, whatever it is about the last bid and potentially the next bid with their clients. So with that --

MR. LENEY: And do you want me to put the number in the chat?

MR. PACKMAN: Oh, yeah. Why don't you do that.

MR. LENEY: I'm going to put my cell number in the chat. If, at any point, we go to breakout and the party that requested



breakout is finished, we will have, obviously, no way of knowing, so please text the number that you'll see in the chat. Just text that you're ready to come out of breakout, and I'll bring everyone back. Okay? It will be my cell phone number. It's 856-296-8185. Thank you.

MR. PACKMAN: So let me, again, introduce Michael DuFrayne. He's going to be conducting the auction today. He is going to read some announcements about the auction today, some procedures and rules that we think will work today.

Since most of the bidders are online, if you have -- if there is a glitch, okay, the best thing to do is to start by texting Doug Leney at the number he just gave you. Okay? We'll try to get you back on. We'll try to fix whatever's going on.

Mike.

MR. DUFRAYNE: Good morning. Mike DuFrayne. I'm the CRO of debtor -- or debtors and today's approved auctioneer. We're going to cover a few comments before just to make sure we're clear on them.



So this is the auction of the bankruptcy assets of the debtors Lonestar Dream and Lonestar Taproot in connection with the Chapter 11 bankruptcy proceedings of Poolin Technology PTE Limited and associated debtors pending in the United States Bankruptcy Court for the District of New Jersey, Case Number 26-18325, Judge Eamonn J. O'Hagan presiding.

UNIDENTIFIED SPEAKER: Go a little bit slower for her since --

MR. DUFRAYNE: By submitting a bid, all bidders agree, without condition, to the bid procedures order and bid procedures approved by the bankruptcy court on August 17, 2026 and to these rules and announcements. This auction is being memorialized in a transcript taken by -- being taken by Golkow Court Reporters. We have taken an attendance sheet prior to the commencement of today's auction. Anyone joining the auction after it starts must identify themselves to me so that we can add you to the attendance sheet. The auction will proceed today until completed by -- until completed, but the debtors, in good consultation with the committee, reserve the

right to adjourn or continue the auction as they may determine.

A few procedures: The auction will be conducted on an open, continuing, next-highest-bid basis until bidding has been completed and the highest bid and next-highest backup bid have been confirmed by the offering bidders and accepted by the debtors in consultation with the committee. Once a bid has been submitted and accepted, it is irrevocable.

Each party -- each party bidding must designate one person to bid and only that person shall be permitted to make a bid for that party. All bids must be presented verbally. There will be no sealed bids, written bids, silent bids, or other private bidding. The debtors and the committee have the right, at any time, to ask for clarification of a bid.

Breaks will be taken during the auction by announcement. In the event the debtors' committee or any bidder requests a pause in the auction, they shall do so by request to the auctioneer and state why the pause is



needed.

All bid parties, the debtors' committee have their own private online breakout rooms. This is an online auction, and as such, each bidder representative shall, with each successive bid, identify themselves and the name of the bidder they are offering the bid on behalf of prior to making a bid.

If anyone has technical difficulties, please let the auctioneer know immediately so that Archer can address the issue.

Archer will track and memorialize each successor bid for the auctioneer. The winning bidder must deposit with Archer or other designated depository 5 percent of the total bid amount with credit received for its prior deposit amount in accordance to the bid procedures. All bidders, including the prevailing bidders and backup bidders, agree to execute all required documentation in furtherance of their bids today and as may be required by the debtors or Court in order to bid today and obtain confirmation and approval of their bid today at the sale hearing and furtherance of closing on the bid



transaction.

The debtors, in consultation with the committee, reserve the right to review APAs, exhibits, supporting submissions, markups, and other related documents to a prior bid -- to a bid prior to permitting bidding today in conjunction with confirming and accepting any bid as a highest and best-offer or a backup bid.

First, Pyote assets will be offered for sale consisting of the purchased assets as defined in the prior APA. Next, the Tarbush assets will be offered for sale consisting of the purchase assets as defined in the Tarbush APA, as amended by the first amendment. All bidders on Tarbush confirm by bidding that they agree to the first amendment to the Tarbush APA and the attached indemnity agreement without qualification.

Next, the Pyote and Tarbush assets will be offered on a combined basis to bidders who qualified the bid on both sets of assets. The baseline bid for Pyote assets is $16 million. The baseline bid for the Tarbush assets is $46 million. Bidding on



Pyote assets will start at $16,250,000, and subsequent overbids must exceed the existing accepted bid by no less than $250,000 per bid. Bidding on the Tarbush assets will start at $46,500,000, and subsequent overbids must exceed the existing bid by no less than $500,000 per bid.

All bids must be in cash and in U.S. dollars unless otherwise stated. Noncash bid components or conditional bids may be considered at the discretion of the debtors in consultation with the committee. The value of noncash bid component or conditional bids must be fully explained by the bidder to the auctioneer so that the debtors' committee and other bidders have the opportunity to understand and evaluate that component of the bid.

We're going to take a break for a moment. I need to speak to Mr. Packman that we have -- we have all the required documentation from each bidder to allow bidding to commence.

MR. PACKMAN: Yeah. So I just want to confirm that all of the bidders here today --

I believe there's five because we have three bidders who are bidding on multiple assets -- have sent us the signed escrow agreements. Is there anybody who hasn't sent those signed escrow? I believe we have all of them.

UNIDENTIFIED SPEAKER: I don't think you have our signatures yet, but we're going to get those.

MR. PACKMAN: Okay. That's Hut8?

UNIDENTIFIED SPEAKER: Yes.

MR. PACKMAN: So Hut8 agrees to sign the documents?

UNIDENTIFIED SPEAKER: Yes, yes.

MR. PACKMAN: Okay. We have everyone's deposits, and what we intend to do with the deposits -- they're not an interest-bearing, but they will go into interest bearing if you're the successful bidder or the backup bidder because the other deposits have to be returned within, I think, five days or something like that.

As far as the APAs, we -- the APA dialogue with most of you went pretty late last night. And there are revised APAs that I have received from most of the bidders, and



we have gone through them. I'm not going to delay the auction now unless there's an objection from anyone to get started with the bidding. However, the debtors and the committee, as Mike said, reserve the right to go through the markups before we confirm a bid as an accepted bid or a backup bid. Are there any objections to that?

MR. COHEN: I have a potential objection. I have a question. Steven Cohen for Thor. In order to competitively bid, we need to know, at least in some fashion, how the proposed revised APAs deviate from the Stalking Horse APAs. So I'll leave it to you how you want to handle that, but it will be difficult to make --

MR. PACKMAN: You mean other than --

MR. COHEN: -- without knowing what conditions exist and what conditions have been removed from the APA, which is the Stalking Horse APAs.

MR. PACKMAN: Well, Steven, I understand that, but we're bidding on dollars. I mean, we're bidding cash. So I think we'll just go as -- we'll see who is the highest bidder



cashwise on each set of assets, and then we'll turn to the APAs. Otherwise, we're going to be waiting -- I mean, it will take at least an hour to go through all these with you, some of which came in this morning.

MR. COHEN: No, I --

MR. PACKMAN: If you want to delay the auction, we'll do that, but it's going to take about an hour.

MR. COHEN: No, I don't want to delay the auction. I'm just looking for -- making sure we're dealing with a complete set of facts when we make competing bids. So if conditions don't exist or have been added from other competitive bids, we need to make sense of that.

MR. PACKMAN: You will get that sense. We fully intend to go back to Thor with certain revisions that are not typos or whatnot. We are going to do that. If you want to do that now, then we'll take a break, and we'll spend as long as you need to do that. It's just going to delay the start of the auction.

MR. COHEN: No, Steve. I just wanted to



make sure we had -- Thor had ample time to make competitive additional bids based upon the disclosures of what those changes look like to the APAs.

MR. PACKMAN: We'll have that time.

MR. COHEN: Okay. That's fine.

MR. PACKMAN: Unless anybody objects to that procedure. Please let me know now because I'd prefer to get started.

(No response.)

MS. VOLKOV: So this is Ilana Volkov for DigiPower. I have what may be potentially two questions. One is, exactly how is the bidding going to work on Pyote? Are you going to go to each individual bidder, like around a virtual table, or how would -- would you just explain how that's going to work?

MR. PACKMAN: So it's an open bid. Everybody will be on the line. They'll --

UNIDENTIFIED SPEAKER: Let me explain. So the starting bid is 16,250,000. Whoever voices the next topping bid, that's the next top bid.

MS. VOLKOV: But is the bidder who is not accepting the next highest bid still in

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the auction or out?
MR. PACKMAN: Oh, I see what you're saying. So in other words, if, on Pyote, there's a bidder who doesn't agree to the 16,250-, if they don't make a higher bid, they're out.
MS. VOLKOV: But do they have to agree to the 16,250-?
MR. PACKMAN: To stay in, sure.
MS. VOLKOV: Yeah. Do they have to agree to 16,5- to stay in?
MR. PACKMAN: Well, sure. If they're not bidding higher, yes.
MS. VOLKOV: So my -- again, my question is, does each individual bidder who is bidding on Pyote have to agree to the next subsequent bid that's made by another bidder?
MR. PACKMAN: Yes.
MS. VOLKOV: Okay. That's my --
UNIDENTIFIED SPEAKER: So you're going to ask each party -- I think we're going to have to as opposed to just going round and round.
MS. VOLKOV: Okay. So that's helpful. Secondly, of the four qualified bidders on

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Pyote besides Thor, who is the Stalking Horse, who else is bidding on Tarbush?
MR. PACKMAN: Tarbush? We have Hut8, Fluidstack, and Thor.
MS. VOLKOV: Okay. So just Hut8 is the only other qualified bidder besides Thor who's bidding on both.
MR. PACKMAN: Fluidstack is not bidding on Pyote. Do you have an issue with them sitting in on Pyote?
MS. VOLKOV: No.
UNIDENTIFIED SPEAKER: I mean, they don't have to.
MS. VOLKOV: No. I just wanted to get -- so it's basically just two bidders who are bidding on both assets?
MR. PACKMAN: Correct.
MS. VOLKOV: All right. And so my question, then, becomes -- because I think you said that, first, you're going to do Pyote, then you're going to do Tarbush, and then you're going to aggregate. You're going to aggregate between Thor and --
MR. PACKMAN: Correct. They bid on both, so they can bid on both. They're

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qualified to bid on both.
MS. VOLKOV: And are you starting with the -- is the minimum bid on both going to be the aggregate of Pyote and Tarbush following the auction?
MR. PACKMAN: Yes.
MS. VOLKOV: Okay. And so what if it turns out that based on that aggregate bid, the Pyote bidders want to bid more than, perhaps -- perhaps want to bid more to --
UNIDENTIFIED SPEAKER: Wait. I'm sorry. To be clear, you're saying that we could win this initial Pyote auction and not ultimately be the winner for the Pyote assets. We are offering the assets on all the bidders who want those assets, yes. Correct.
MS. VOLKOV: I mean, that's a little bit problematic to be honest with you.
UNIDENTIFIED SPEAKER: Because we've been -- we've been -- we were told that there was no benefit to purchasing both sets of assets together.
UNIDENTIFIED SPEAKER: Who told you that?
UNIDENTIFIED SPEAKER: I never said

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that.
UNIDENTIFIED SPEAKER: So now we're saying we could have the highest bid on Pyote assets --
UNIDENTIFIED SPEAKER: Right. You bid the highest bid that your client wants to bid.
UNIDENTIFIED SPEAKER: So you have another bid -- you have another auction at the end that also includes the Pyote assets?
MR. PACKMAN: Correct. I mean, auctioneers do this all the time. They take bids on the whole, or they take separate bids. It's done all the time. Now, if you want the opportunity to come back in and bid higher, then I have to discuss that with the debtors and the committee, which I'm happy to do.
UNIDENTIFIED SPEAKER: So we're not a qualified bidder on Tarbush?
UNIDENTIFIED SPEAKER: Correct.
UNIDENTIFIED SPEAKER: So we can't do anything. If someone comes in --
UNIDENTIFIED SPEAKER: You could bid higher on Pyote.

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UNIDENTIFIED SPEAKER: Allocate their purchase price, that is a person at the end --

UNIDENTIFIED SPEAKER: They have allocated a purchase price.

(Unreportable crosstalk.)

MS. VOLKOV: It a little bit doesn't make sense because you have the two bidders who are doing both, bidding on both -- bidding on both assets. And so it seems to me that the aggregate is going to be essentially self-evident at the end of each -- at the end of the auction for each asset. So just by way of example, let's say, you know, Thor bidded 17 million for Pyote and 50 million, whatever it is, for Tarbush, that should be their final bid. And if Hut bids 18 million and 51 million, that should be their final bid. I understand that, you know, it does happen all the time very frequently when you do it like that, but, you know, oftentimes it happens, let's say, on, like, lease packages or -- it doesn't really -- these are two very discreet assets, and so it's unfair, I think -- I don't know

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your name. I apologize.

MR. GORDON: Jake Gordon from Foley & Lardner.

MS. VOLKOV: Jake agrees that it's not fair to the Pyote bidders who, you know, are going to be bidding just on the Pyote assets to then -- to then say, okay, now, Thor and Hut, you have a second bite at the apple. I mean, it's really giving them a --

MR. GORDON: I understand what you're saying.

MS. VOLKOV: So it's not fair.

UNIDENTIFIED SPEAKER: It's not fair, and it doesn't make sense from a value-maximizing perspective. Why wouldn't you want both parties to bid -- both the parties who are bidding on both sets of assets to bid their highest amount on the Pyote and their highest amount on the --

UNIDENTIFIED SPEAKER: Well, we're going to take a break, and we're going to -- the debtors are going to discuss this with the committee. But I could give you an example of why that would be.

UNIDENTIFIED SPEAKER: Okay. What would

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that example be?

UNIDENTIFIED SPEAKER: Well, if I have 70 million from Hut8 and I have 70 million from Thor, I may rather have one buyer for those assets. That may be a better value to the estate than an individual.

UNIDENTIFIED SPEAKER: So they should be willing to meet our highest bid on Pyote.

MR. PACKMAN: So we're going to take a break, and we'll talk about it. Okay?

MS. VOLKOV: Okay. The only other thing, Steve, that I would add is that you have two separate asset purchase agreements. Again, when you have this situation where you're, like, you know, allowing bidders separately to bid together, it's usually -- usually, you have one asset purchase agreement, which is the Stalking Horse, which, let's say, has ten leases on it. Right? And then I come in and I want to buy five; Jake comes in, wants to buy the other six. So if you're aggregating --

MR. PACKMAN: I'm not saying that -- I'm not saying that I don't understand what you guys -- I've got to talk to other people

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about it. You don't have to make further points. I get it.

MS. VOLKOV: Okay. Thank you.

MR. PACKMAN: And then we'll come back to you. I promise.

MS. VOLKOV: Okay. So we go into --

UNIDENTIFIED SPEAKER: We go in the break rooms.

MS. VOLKOV: Okay. So we go into our break rooms? You're going to stay --

MR. PACKMAN: I need to talk to the committee first.

MS. VOLKOV: So how do we know when we should come back?

MR. PACKMAN: We'll come and get you. Thank you.

UNIDENTIFIED SPEAKER: One more before we break out. Who is R.E. Grossman, appearing to be from Wayne Morris', trying to enter?

UNIDENTIFIED SPEAKER: He's with Fluidstock.

UNIDENTIFIED SPEAKER: Thank you. Thank you so much.

MR. COHEN: Steven, Steve Cohen. Can

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you hear me? Just going forward, I think whoever is speaking should announce who they are and who they are speaking on behalf of. It's hard to follow online a lot of people speaking.

(A RECESS WAS HELD.)

MR. PACKMAN: Sorry for the delay, and thanks for the input from everyone. It was helpful to have this discourse so that we didn't have to do this in the middle of the auction. So the debtors have decided -- here's what we're going to do. We are going to start with bidding in the aggregate. We have two bidders, Hut8 and Thor, who are aggregate bidders. We are going to allow them to bid separately to the debtors and the committee, and we are going to do that successively. It's not going to be open bidding for everybody. The reason for that is that there are different -- we understand there's going to be different components of these bids. And then we're going to come back at the end, and we're going to let the lot bidders know. When I say lot bidders, let Pyote and Tarbush know exactly what the

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allocation is, including whether it's dollars or non-dollars, and then you'll have a chance to bid on your lot. The aggregate bidders will have the chance to bid on those lots as well but not in the aggregate again. That's it.

UNIDENTIFIED SPEAKER: Will you allow us to stay in here for the aggregate bid?

MR. PACKMAN: No. In other words, Thor won't be in here for Hut8's, and we're going to go back and forth. I apologize. It may take a little bit of time, but we are going to hear their bids at the end.

(Unreportable crosstalk.)

UNIDENTIFIED SPEAKER: I don't think that's going to work. I think that the aggregate bidder's preference is to not do that.

UNIDENTIFIED SPEAKER: Steve, we now have sort of the reverse of the issue. We had the lot bidders, which is that we could have the aggregate bidding. We could have a top aggregate bid. You could then go to the lot bidders and they could aggregate to a higher amount than our aggregate bid, but we

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actually would be willing to top that.

UNIDENTIFIED SPEAKER: And you have a chance in a joint --

(Unreportable crosstalk.)

UNIDENTIFIED SPEAKER: They wanted a chance. They wanted a chance after.

UNIDENTIFIED SPEAKER: Not as an --

MS. VOLKOV: Correct.

UNIDENTIFIED SPEAKER: So you have to win on each individual one.

UNIDENTIFIED SPEAKER: Why wouldn't you just do it by lot?

UNIDENTIFIED SPEAKER: The two -- the two asset -- I'm sorry.

(Unreportable crosstalk.)

UNIDENTIFIED SPEAKER: Assets are discreet enough. They're not interdependent on one.

UNIDENTIFIED SPEAKER: Well, to you, they're not, but to other bidders, they may be.

MR. PACKMAN: So let me put it to you this way, because I think that's how we're going to do it. If you come back lotwise and your bid's a dollar lower, that doesn't mean

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that we are not going to consider it at the aggregate if it's a dollar lower.

UNIDENTIFIED SPEAKER: Sorry. Can you clarify what you mean by that?

MR. PACKMAN: So, hypothetically, okay, the highest bid for -- for Pyote is a hundred bucks, theirs is 99, but they bid in the aggregate. We get to make the decision what's the highest and best offer.

UNIDENTIFIED SPEAKER: So are you going to put a --

MR. PACKMAN: Otherwise, you have to let them bid.

UNIDENTIFIED SPEAKER: Are you going to put a -- are you going to put a -- are you going to tell the lot bidders how much value you're putting on -- they get stacked on top of their lot bids? Maybe he's willing to up his bid. Maybe he's only down by a dollar. Maybe I --

MR. PACKMAN: That's up to them.

UNIDENTIFIED SPEAKER: But then maybe I can answer a million to keep -- to get the lot.

MR. PACKMAN: You'll have that chance.

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That's what I'm saying.
UNIDENTIFIED SPEAKER: So I'll keep having the chance over and over?
MR. PACKMAN: Yeah. We'll just keep going.
UNIDENTIFIED SPEAKER: Okay.
MR. PACKMAN: We'll keep going, but your point was, Jake, will the aggregate bidders get the bid after the lot bidding.
MR. GORDON: Right. That's my point.
MR. PACKMAN: And if they're lower, then what's the point?
UNIDENTIFIED SPEAKER: I agree.
UNIDENTIFIED SPEAKER: Okay. I just want to be -- we may be bidding throughout joint conditional bids based on winning those bids? We're back to the same --
UNIDENTIFIED SPEAKER: But they're bidding on both lots.
MS. VOLKOV: You can't bid on one contingent on the other.
MR. PACKMAN: We're doing them separately, though. They're separate lots. You can run separate lot auction. I just want to be clear. Later in the auction --

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after the aggregate bids are done, we may still be bidding on the lots, but our bids may be conditioned on winning both lots. Now, you may say, well, we don't want to offset those bids. That's fine.
UNIDENTIFIED SPEAKER: You guys, you might be a little bit higher on one of the lots, but we're not going to get the sale approved over their objection, the bankruptcy court, if their aggregate is five, 10 million dollars higher.
MR. PACKMAN: I want everybody to be in agreement before we start. Here's what we've got: Aggregates first, then lots. And then what specifically is your issue? You want to bid aggregate again?
UNIDENTIFIED SPEAKER: I want -- the scenario that I see in my head is that we have our best aggregate bid, but then there are two lot bids, separate lots, that aggregate higher than us. I want to be able -- if we want to bid a joint bid on both lots that's subject to conditioned on winning both, I want to be able do that.
UNIDENTIFIED SPEAKER: Do I get to team

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up with a Tarbush bidder and bid against you?
MR. PACKMAN: So you don't want to bid individually by lots as it goes along?
UNIDENTIFIED SPEAKER: I may. I want to have the flexibility of doing that.
UNIDENTIFIED SPEAKER: Why don't we work on a joint bid with the Tarbush bidder side?
MS. VOLKOV: Steve, I don't think that works, because it's not -- they're going to potentially artificially inflate the price because every time -- you know, I could say, listen, especially after I know who the successful, you know, package bidder is -- let's say it's a hundred-million dollars, whatever. Okay? And I'm sorry. I don't know who you represent, Thor or --
UNIDENTIFIED SPEAKER: Hut.
MS. VOLKOV: Okay. So they get 50 -- 50 million for each asset, right, and then we come in and we're bidding only for Pyote, and so Hut then comes back and says 51 million but only if I get everything. That artificially inflates the next highest bid. We are not bidding apples to apples.
MR. PACKMAN: No. I understand what you

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guys are saying.
MS. VOLKOV: I'm just responding to this -- I'm just responding to counsel and saying that that just completely does not work because it's artificial inflation of your bid for Pyote. We're not bidding in the same apples-to-apples situation in that.
MR. PACKMAN: Okay. But we're going to consider the bid in the aggregate at the end of the day. I'm not going to preclude a higher bid in the aggregate. So the issue that Jake had, which I think you're saying as well, is how long is this going to go on.
UNIDENTIFIED SPEAKER: That's part of it. Do I have to stick around as a backup?
MR. PACKMAN: So at some point -- at some point, we have to end the bidding. And I understand what you're saying, but I guess I'm having trouble getting there in the aggregate after the lots are bid on, because you get a chance to bid on both lots.
MS. VOLKOV: Why are you even doing bulk bidding? I mean, why? That makes no sense.
MR. PACKMAN: But we're going to do that.

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UNIDENTIFIED SPEAKER: I can't wrap my head around why.
MR. PACKMAN: Look, if you don't want to -- if your clients don't want to bid, they don't have to.
MS. VOLKOV: No, no, no. They do, obviously.
MR. PACKMAN: We're going to start with bidding in the aggregate with those two bidders, okay, those two bidders.
UNIDENTIFIED SPEAKER: Fluidstock would also like the right to bid in the aggregate.
MS. VOLKOV: Who?
UNIDENTIFIED SPEAKER: Fluidstack.
MS. VOLKOV: Why would they -- who's Fluid?
(Unreportable crosstalk.)
UNIDENTIFIED SPEAKER: Are we on the record?
UNIDENTIFIED SPEAKER: I assume so.
UNIDENTIFIED SPEAKER: The court reporter is in the room.
UNIDENTIFIED SPEAKER: Can you ask her to go off, please?
MR. COHEN: Steven Cohen for Thor. I'm

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not clear on that last comment. Fluidstock did not submit a joint bid, did it?
UNIDENTIFIED SPEAKER: We did not because we understood that we could bid on the lots in isolation and didn't have to make an aggregate, but we think it would be disadvantageous to our bid on the towers property if we were not able to at least have the right to participate in the bid in the aggregate.
(Unreportable crosstalk.)
UNIDENTIFIED SPEAKER:
MR. GORDON: Let's go off the record for a second.
(A RECESS WAS HELD.)
MR. PACKMAN: We're going to start the bidding. We'll start with you.
MR. GROSSMAN: So my client is precluded from bidding at this step; correct?
MR. PACKMAN: We're bidding in the aggregate between two parties. That's right.
MR. GROSSMAN: He is precluded from bidding on the asset that you're now putting up for sale, the aggregate. I just want the record to be very clear.

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MR. PACKMAN: Judge, we have two qualified bidders that submitted bid packages and deposits. Your client has not on both assets. I'm sorry.
MR. GROSSMAN: He is not being permitted to bid; first line in the objection to this process. You guys may win that. You may lose that.
MR. PACKMAN: He's not qualified. He hasn't qualified.
MR. GROSSMAN: You keep saying that. I understand the English language. All you have to do is let him bid. You may end this process quickly with the most money coming in for the creditors. For some reason, you don't want to do that. That can be made very clear and will be made very clear. So all we're going to do is postpone this process. All you've got to do is say, you want a bid; bid and we'll take into consideration.
MR. PACKMAN: That's not fair to the other bidders. He hasn't submitted a bid package.
MR. GROSSMAN: I don't care. You make that argument that it wasn't fair to other

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bidders that we precluded a guy who may have put up more money. You go ahead and make that argument.
MR. PACKMAN: Let me ask the -- let me ask the auctioneer CRO. Has Fluidstack been given the opportunity to do due diligence in the data room and bid on both sets of assets?
MR. DUFRAYNE: Yes.
MR. PACKMAN: On both sets of assets?
MR. DUFRAYNE: Yes.
MR. PACKMAN: For how long?
MR. DUFRAYNE: I would have to check.
MR. PACKMAN: Okay. So they had the opportunity to do this. Okay?
MR. GROSSMAN: We've all been through these hearings.
MR. PACKMAN: Judge, we are starting the auction.
MR. GROSSMAN: He potentially is willing to pay more than you're going to get. You don't want to allow him to do that. We've all been through where this comes out. You know where this comes out. You want that fight; you'll get it.
MR. PACKMAN: I'm trying to do my best

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here to be as respectful as I can, but in two minutes, I'm going to lose my patience and we're just going to end this conversation rudely.

MR. GROSSMAN: Go ahead. End it.

MR. PACKMAN: Then I'll end it, rudely.

MR. GROSSMAN: Take it up another place.

MR. PACKMAN: Fine.

(A RECESS WAS HELD.)

MR. PACKMAN: Mike, for the court reporter, can you just say the aggregate bid?

MR. DUFRAYNE: The aggregate bid on a cash basis was $55,482,500 for Hut8. So combined higher and published bids.

MR. PACKMAN: Those are the cash-only bids we put in connection with getting qualified. So has Thor rebid on that?

UNIDENTIFIED SPEAKER: No.

UNIDENTIFIED SPEAKER: Okay. Have we done a restructure yet?

MR. PACKMAN: No. But that proposal we put out there is a proposal we put out there, so Thor is now bidding against that.

UNIDENTIFIED SPEAKER: No. We want you to submit your -- we want you to submit your

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next bid. You want us to start with Thor?

UNIDENTIFIED SPEAKER: No. We're happy to submit a new bid.

UNIDENTIFIED SPEAKER: Okay. So then we'll submit a revised bid.

(Court Reporter Shannon Yost exited the auction and Alan Peacock resumed reporting duties.)

MR. DUFRAYNE: Before we start, can the court reporter hear?

THE COURT REPORTER: This is Alan. I'm the court reporter now. I can hear, yes.

MR. DUFRAYNE: So we're on the record.

Asher, this is going to be on the record, meaning it will be available to anyone that wants to pull the transcript and read it, including any other bidder.

MR. PACKMAN: The reason we're doing this way, you guys qualify at a certain dollar amount but you want to submit a revised, I take it, starting bid; right?

MR. CARTY: Yeah. We are going to put in a bid that we think is higher than that other bid.

MR. GENOOT: So the combined bid for

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both sites, the total aggregate is $80.5 million.

MR. PACKMAN: Okay.

MR. GENOOT: What we have structured is we believe that the current bids across the auction have a contingency for mineral rights. We believe that mineral rights adds a risk to the debtor because if they are unable to receive those, the auction would not have been successful and we would start at the same place.

So if you reduce the risk of mineral rights, we will remove that CP initially for initial payment, and the initial payment up front. Without the CP and mineral rights will be for 34 and a half million dollars.

Regardless of mineral rights or not, partial at the site -- either site -- it doesn't have to have been both -- either one -- there will be an additional payment of $46 million.

The total aggregate is $80.5 million, which I believe is $17.75 million higher than where you guys started off this morning.

MR. DUFRAYNE: With the lot?

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MR. PACKMAN: Do you want to start?

MR. DUFRAYNE: Go ahead.

MR. PACKMAN: So when you said without the $34.5 million, that's a guaranteed bid subject to what conditions?

MR. GENOOT: We get the transfer of TNMP Power agreement, right, and then just the clean title.

MR. PACKMAN: Well, there's two different sets of assets. So let's start with --

MR. CARTY: It basically they're conditions except the mineral rights conditions under both EPAs we're going to remove that condition.

MR. PACKMAN: Okay.

MR. GENOOT: The reasoning is because the current case on the site. Holding was using it for bitcoin mining. We have a bitcoin mining business. So we feel comfortable with the continuity of that business line. And we're going to commercialize this site for AI. And so that's why I think we can provide a unique figure. Because we get comfortable with the

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current situation as is rather than having contingencies with the mineral rights because we need to do the next thing.

And so you guys basically -- If TNMP's power signing and central marking, you guys already have an ability to do that and then title probably. You guys walk out today with a guaranty number on hand with a pretty big number to the ratification of what was raised in the auctions.

MR. PACKMAN: So good service, title and power on both sites transferred. So that assumes -- does it assume the 176 megawatt approval by closing?

MR. GENOOT: Yes. This is not contingent on any remainder of financial relationship.

MR. PACKMAN: All right. One more question before I turn it over to Blake and then Brad. Commercialization of either site, what do you mean by that?

MR. GENOOT: We sign a customer lease onsite.

MR. PACKMAN: Customer -- like posting or whatever it is?

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MR. GENOOT: Yeah, it's like long-term leases. But, yes. So that's why you need proper authorizations. But, yes.

MR. SANDLER: Let me just ask one question. This is Brad Sandler from Pachulski on behalf of the committee.

In terms of commercializing the sites, over what time period are you talking about?

MR. GENOOT: I think we can do it in sub six months. We commercialize over structural 1.3 gigawatts. And the last commercial attribute was 500-megawatt, from starting to getting the inspection lease. So we have like paper and state of execution there, and the debtors are online. Commercially the site for AI is much more value for us as well, so we want to invest it as quickly as possible. And there's demand in the market today.

I think we're uniquely positioned because this site is located in the central area. The site is smaller, but we also commercialize the site -- true site where people are saying impossible to commercialize, and we commercialize it over

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huge contracts, so we think we're uniquely positioned to do so. And I think we can get it done in five or six months.

MR. DUFRAYNE: So what is your position with regard to the Lindsey tract? And at the same time, you're going to relocate the substation?

MR. GENOOT: We're going to buy that land, and then we're going to negotiate with the existing land and see if we can buy that as well. But ideally, we can buy it before we do it, but we will walk through it.

MR. DUFRAYNE: So is the approach towards DBR a contingency?

MR. GENOOT: No.

MR. GENOOT: Just so we're on the same page, TNMP at BLK would like to reload the substation on the front unit of that power. That's, I believe, the case already. But the continuity of power is why we're --

MR. DUFRAYNE: What is your allocation between Pyote and Tarbush?

MR. GENOOT: We haven't. Just --

MR. PACKMAN: When we get to the end of this round of negotiations, we have to

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allocate it because that's how we're doing this.

MR. GENOOT: Right. You have to combine the individual bidders. You can also take the higher and combine it. If it's lower than our bid, then we should be the best and highest; right?

MR. PACKMAN: There's two separate APAs you're going to have allocate.

MR. GENOOT: At the very end, we can aggregate however -- we can have a discussion for allocation.

MR. DUFRAYNE: So the allocation needs to take place prior to opening up the bidding to the lots. It doesn't have to be done this moment.

MR. GENOOT: Right. We will bid on two separate processes. We see them as one combined process. So if we are the highest and best bid, how we allocate those dollars on each lot, you guys can decide. I don't really care. But leases have one combined basically fit process.

MR. DUFRAYNE: So I guess -- so I understand that. And that's fair. The

additional bids we have from you -- I know they total $75 million and change. But we do have an allocation. My suggestion would be table that for the moment, and we will go back to -- is there anything else?

MR. DUFRAYNE: So the initial bids, they were at the overbid level on each property. That's how you get to the 55 thing?

MR. CARTY: Right. Got it. Thank you.

MR. PACKMAN: So as its submitted, a similar bid, right -- this one first. Just hang tight.

SPEAKER1: Do you guys have anything before we bring Thor in?

MS. CHO: What was the part about the $34.5 million? I didn't quite hear that.

MR. DUFRAYNE: He offered $80.5 million, broken down to two payments. The first payment is $34.5 million. And then the second payment is when they commercialize a customer. So that could be -- I mean, he's saying six months but --

UNIDENTIFIED VOICE: You're also waiving mineral rights, so we have to deal with all of that.



MR. FEINSTEIN: Is there an end date by which they have to commercialize it? And if they don't commercialize it by that date, is it fair to say they don't owe anything else? They can keep the property and don't pay the estate anymore?

I mean, I was wondering whether the liquidated damages clause -- if they don't develop the property, they have to pay the estate some modest amount, not $50 million, but something to keep them honest, if nothing else.

MR. MAGLIANO: We're even setting up along the way intermediate steps, so you're getting some of that up front.

UNIDENTIFIED VOICE: This is on Thor?

MR. SANDLER: They can wait until six months and one day and they saved themselves $46 million. Is Thor here?

MR. BEHRMAN: Hey, everybody. We're here.

MR. DUFRAYNE: For the court reporter, we're going in to Thor now. Their initial bid was $52,750,000 on a combined basis.

UNIDENTIFIED VOICE: Jack just joined



the Zoom.

MR. PACKMAN: Okay. To start, we have a revised bid from Hut8. Like why don't you let the Thor people know their aggregate's revised bid so that we can then talk intelligently with Thor.

MR. DUFRAYNE: Hut8's revised bid is $80,500,000 combined.

MR. PACKMAN: I think you need to break it down.

MR. DUFRAYNE: Okay. The components to that, the initial payment of $34.5 million and then a $46 million payment when commercialized. The commercialization means when a tenant goes live. It will be a clean title with respect to the --

MR. PACKMAN: Mineral rights are waived. And transfer amounts, those are contingencies.

MR. COHEN: I'm sorry. You have to repeat that.

MR. DUFRAYNE: Okay. So it's at $80.5 million combined bid.

MR. COHEN: Eight zero? 80.5?

MR. DUFRAYNE: 80 point five hundred



thousand combined bid.

MR. BEHRMAN: Hold on, guys. I don't think Jack is in here.

Jack's not in here. Let's just take the notes and we can discuss it.

UNIDENTIFIED VOICE: I don't see Jack on the Zoom. Go ahead we will catch him up.

MR. BEHRMAN: So again, $80,500,000 combined bid. The initial payment would be $34.5 million. The second payment would be $46 million based on commercialization. The waiver of the surface rights, mineral rights and surface, are issues.

MR. PACKMAN: Let's make sure we're clear. Waiver of the mineral rights but clean title to the surface on both properties.

MR. COHEN: And then no contingency on DVR.

MR. PACKMAN: So they're taking the Lindsey property. They want to negotiate further with DBR. And I'm presenting it this way, guys -- I'm sorry -- so just hear me out. This is just how we have to do it.

So they may cut a deal with DBR for

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release of the existing property or buy it or whatever they're going to do. But that is not a contingency of their offer; okay?

Commercialization, we are told, means within a certain time period, which we have yet signified or agreed to, that they will have one contract on either property in the nature of, you know, a hosting agreement or such other paper contract that we, I guess, jointly agreed to.

So basically we're saying we're going to guarantee -- I have to go back to my notes -- $34.5 million in cash, and we haven't allocated it yet. They're going to have to allocate these offers. And they're waiving the -- the mineral issues of both Lindsey and Pyote, and they're offering increases to a total of $80.5 million to either sites commercialized within a time period that we have yet to define or agree.

Did I miss anything?

MR. DUFRAYNE: No.

MR. COHEN: First question. Is that component that uncertain "to be commercialized" component a condition to

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closing?

MR. PACKMAN: That's a very good point. I don't think they flushed that out sufficiently yet when that has to happen. So I would assume, though, it has to happen --

MR. COHEN: That sounds like -- I'm sorry. That sounds like an incomplete bid. I don't even understand it, so it's difficult to bid against it when there's so much uncertainty with it.

MR. DUFRAYNE: So when we inquire they anticipate being able to commercialize the property within six months. It has to be six months of closing. We will go back and you guys can answer right now.

MR. COHEN: I need to understand what commercialization means. Is there a floor for a payment of a license fee or a rent? What does that mean?

MR. PACKMAN: We will get you the answer right now. Will that help?

MR. COHEN: Somewhat. I can't respond to what I'm hearing.

MR. PACKMAN: I want to make sure we go back and get the information you want so you

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can respond.

MR. COHEN: Jack, Greg, while we're up talking --

MR. PACKMAN: I just want to confirm. $34.5 initially and 46 at commercialization, so that's $80.5 total?

MR. PACKMAN: We had questions about commercialization as well. I'm fine with, you know, clarifying that.

MR. PACKMAN: Can you admit Jack Sitt and put him in our breakout room?

MR. LENEY: I don't see anyone by that name.

MR. PACKMAN: He's going to try to rejoin now.

MR. LENEY: There he is. Give me one second.

MR. PACKMAN: I still didn't hear specific question as to commercialization. I just want to get a general sense of what exactly you're offering.

MR. EVANS: Roger is going to respond.

UNIDENTIFIED VOICE: Commercialization fees, we need to understand Steve's point is that unlimited, what are the minimum

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conditions. Yeah. Just so I understand, I get what they're saying. They want a customer/tenant, but it just sounds very open-ended. What other kind of minimum conditions are around that around the time and structural perspective so we can just understand how to process that.

MR. COHEN: Conditions have to include the minimum amount of rent or fee payable to meet the definition of commercialization.

MR. PACKMAN: You do understand that you don't have to -- in other words, that's part of their bid. It doesn't necessarily have to be part yours. But we will have --

MR. EVANS: We just want to understand what their -- we just want to understand that structure because we want to understand how to think about it, like, in our own bed, right? We may or may not do anything with it, frankly, but it will be helpful for us to understand just knowing how it is as we think about it as a counter.

MR. COHEN: We want to understand if that commercialization condition is a condition to closing.

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MR. PACKMAN: On their end?
MR. COHEN: Yeah.
MR. PACKMAN: They don't know the assets yet.
MR. COHEN: Are they paying 34 and a half million dollars for both assets with a kicker of $46 million if they commercialize it? Is that what the offer is?
MR. PACKMAN: Yes.
MR. COHEN: Okay. So they're closing -- they're offering to close for $34.5 million for both assets with an additional potential kicker; correct?
MR. PACKMAN: Free and clear title, surface only, plus the equipment and the substation.
MR. EVANS: Do they have the same power condition? Are they keeping the power?
MR. PACKMAN: Yes. Generally, it's the same. It's generally the same.
MR. PACKMAN: It's not contingent on an increase in power?
MR. PACKMAN: It's not contingent on an increase in power.
MR. EVANS: Are there conditions about

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the Lindsey tract purchase from --
MR. PACKMAN: So what -- their additional consideration is that, as to the Lindsey track and Pyote, they will waive any title impediments that have to do with renewal reservations leases or what have you.
MR. EVANS: But other than that, they're keeping the same language?
MR. PACKMAN: Yeah. They want surface title free and clear.
MR. EVANS: All right. We will meet on commercialization, so we will wait for you guys to come back to us.
MR. PACKMAN: Thanks.
(A BRIEF RECESS FOR BREAKOUT ROOMS WAS HELD.)
MR. DUFRAYNE: We would like to get as much background on the notion of commercialization.
MR. GENOOT: How do you want me to start?
MR. DUFRAYNE: So what would be your conditions for commercialization and when?
MR. GENOOT: Yeah. It's pretty simple is we sign a tenant lease for the AI data

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center for data center with the conditionality on it.
There's two states to this site. Money sites in which the value is not that high, which is it's in the current situation it's in, or it can be become an AI data center and there's things that you have to be done there.
I think we have shown the ability to make that happen across all the sites being commercialized in just this year alone. And so here I think we give the debtor the best of both worlds, the economics up front without any contingencies, without anyone else trying to see if they can make this an AI center, and then, when we do this, we get a lot more money on the back end as well.
MR. DUFRAYNE: Sure. So currently we anticipate November 30 being functioning under the existing conditions. So do you see that as the same time frame for a close?
MR. GENOOT: We could push very quickly. I guess I'm trying to understand where your question is driving towards.
MR. DUFRAYNE: Timing and payments.

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MR. GENOOT: Yes. I mean -- like, I think if today, for example, we win the bid at the end of the day. I'm going to call four people that I know that have been asking us for capacity. And if there was interest then, sorry, next week we will move very quickly.
UNIDENTIFIED VOICE: Is there a specific size contract that's required?
MR. GENOOT: Zero.
MR. DUFRAYNE: Is there a minimum amount associated with that commercialization?
MR. GENOOT: No.
MR. CARTY: Are you asking if we hit the commercialization target by November 30?
MR. SANDLER: When does the six months end? Because that's what you said before, it would take about six months or maybe less. So when does the six months end? Is it from the date of closing or from the date of the auction?
MR. GENOOT: What you guys want, in my mind, if we put an end date that's better for us, not you, right, I see this as an infinite liability. When we get it commercialized, we

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have to pay no matter what. I believe that we can get commercialized very quickly. I said six months because we like to overdeliver in everything we do. And so we don't want to start rumors of extrication as well in case -- again, in case something comes up that we have to work through.

This issue is of the mineral rights piece. We think we have a unique way to solve the mineral rights issue if we have other sites in Texas that we're in the process of commercializing right now. And we're sawing through those issues today. And only one part of me is looping these items into that overall of we're doing now, which is why I'm saying -- controlling the speed of how we approach this.

MR. PACKMAN: Let me just see if I can expedite it. So whatever we decide for the closing date, right, be it two weeks or two months, the company makes payment $34 million; right?

MR. GENOOT: Yes.

MR. PACKMAN: Okay. And that's -- that goes to the estate.

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MR. CARTY: That's ours.

MR. PACKMAN: And then you're going to commercialize a lease or --

MR. CARTY: Yeah. After.

MR. PACKMAN: And what if you don't? What if you just use the property for a golf course? I'm being facetious.

MR. GENOOT: We could put in some kind of language --

MR. CARTY: We can put in a covenant that we use commercially reasonable efforts to commercialize the safe sort of data center within six months of close. Our economic interests are fully aligned to do that.

MR. GENOOT: Part of the language is, like, is it in our interests to commercialize this.

MR. CARTY: That's the most value for us.

MR. EHRLER: For the liability -- so like if year seven or year two, it would still take place. You're just saying you would -- you explain the six-month part?

MR. GENOOT: I'm trying to make this very simple with the least amount of

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contingencies and hurdles and so forth and make it like -- the more nuances we add, the more unrealistic it feels like we're going to be able to do this. And that's why I said -- if we commercialize one site, we will take the whole thing even if we don't commercialize the other. If we commercialize one site, we won't need those protections.

MR. PACKMAN: If it takes us longer because of these transactional claims of these individuals that appear on the title search, that doesn't affect --

MR. GENOOT: In this structure, like, we could potentially commercialize it even if we didn't figure out the surface rights. Even if we commercialize one, the other one gets paid 12. That's why we treat this as one package.

MR. PACKMAN: So what do we do with the $34 million in the meantime? Because it may take us a bit of time to get clean surface title on Pyote, so what do we do with the $34 million in the meantime?

MR. GENOOT: On the surface title?

MR. PACKMAN: This is something we did

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touch on with you guys. There's fractional -- individual fractional alleged ownership interests that may affect Pyote. We have to clear that. And that's going to take us, even on a summary basis, a couple of months; okay?

MR. GENOOT: Typically a great way to solve that.

MR. PACKMAN: Flesh out these individuals, most of which don't even know they have the interest, and get rid of them.

MR. GENOOT: Structurally, what do you think is like the most fair way to --

MR. PACKMAN: That's why I need you to apportion your bid.

MR. GENOOT: So apportion of 34 so that whatever the allocation of the 34 for Pyote gets --

MR. PACKMAN: Yeah. You waive the mineral rights having to do with Lindsey.

MR. GENOOT: I don't think there is a title issue there.

MR. PACKMAN: Lindsey owns the property. We think that's more value. So you allocate however you want, but --

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MR. GENOOT: We're going to figure that out. We can try to solve for that. We will support and try to clear that out as well to the extent we can support.

MR. PACKMAN: We're pretty confident with our title counsel in Texas that we will get that done. So it's just a matter of how long it's going to take to flush them all out and get rid of.

MR. GENOOT: Like, are you comfortable with Archer putting the $34.5 million in escrow and as soon as that gets along -- so the money is saving in escrow as soon as you guys figure out who gets paid?

MR. PACKMAN: I think we have to allocate a portion of it to Pyote and then probably larger portion to Tarbush. And my other question is: If, for some reason, you don't commercialize either site, then under this scenario, whatever the time period is that you have to commercialize even one, you know, customer, that's it, we're done, there's no further consideration and it's still as it sits now.

MR. GENOOT: As it sits now, obviously,

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I don't believe that's going to be the scenario. But as it sits now, correct.

MR. MAGLIANO: Got it. Thanks. But if, for some reason, you -- you didn't do a data center, but it would come in to play in terms of --

MR. GENOOT: We're in the process of converting -- in this room, we're in the process of converting some opportunities. Again, that drama -- if you run the numbers, that's not a realistic concern.

MR. PACKMAN: Just so we're clear, before we go back to Thor, let's say we give power approval for -- well, it's really 300 megawatts to 176 within a certain time frame, and then once they build out the infrastructure --

MR. GENOOT: I think you guys have 176 today. Right? The 300 -- with everything happening probably, it's very close to it. It's kind of like a 50/50.

MR. PACKMAN: So conditional approval for the 176.

MR. GENOOT: Right. So we're just saying the 176 and 54 you have today, just

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give us some contracts and you're good. You don't have to worry about anything.

MR. PACKMAN: Just hear me out, because I want to make sure we understand. If the final approval for the power upgrade comes through by a date certain, whether it's November 30 or December 10 or whatever the date is, I don't -- I'm not sure how we would go to closing with you prior to that even if you do have --

MR. GENOOT: Right. Then by that point, the title should be --

MR. PACKMAN: Surface title, yeah.

MR. GENOOT: So killing two birds with one stone.

MR. PACKMAN: You're good with that?

MR. DUFRAYNE: Questions. Do you have any with us?

MR. SANDLER: My questions have been answered.

MR. DUFRAYNE: Thank you. That helps.

MR. GENOOT: One thing that we pride ourselves on is this is not the first thing that (inaudible) has been a part of. And I think it creates significant value to be a

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part of. So in these, like, Celsius -- like, it hit me pretty deeply when we went through it and probably lost a lot of money. There were a lot of good normal people. And I think the outcome of that was very successful.

So we can commercialize the site for sure and, at the same time, like, we wouldn't put up what we don't think we could hit. But we probably have credibility in this room because we have been able to do what we say we're able to do, and we expect to be able to continue that as well.

MR. DUFRAYNE: Okay.

MR. GENOOT: Thank you.

MR. DUFRAYNE: I'm not sure we got the answer, but --

(A DISCUSSION WAS HELD OFF THE RECORD.)

MR. DUFRAYNE: So we had an opportunity to further explore the lease issues that we have handed to us.

Steve, do you want to summarize it?

MR. PACKMAN: Yeah. So I think that the question that you had was what is commercialization. That was in general. And

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what we're told by Hut8 is it's any customer, whether it's by lease or otherwise, contract, that they come into after closing.

So they can negotiate it, I guess, prior to closing. But there's no definite time period. They said it could take two weeks and could take six months. But it's a professional liability on their part for the balance of the purchase price. That's where they are.

MR. BEHRMAN: Is it hypothetically? I'm just thinking about the construct of their bid. Is it hypothetical where they only end up paying $34.5 because they have to have the customer?

MR. PACKMAN: That would be very hypothetical. But possible. But technically yes. We said yes to that.

MR. COHEN: Perpetual liability means the bankruptcy case can never close.

MR. PACKMAN: That's not true.

MR. COHEN: What does that mean, perpetual liability?

MR. PACKMAN: It sits on their books. They have a liability to the creditors' trust

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at that point for an additional $46 million, if and when they commercialize. They have no interest to have it on their books. Again, we're not asking you to bid necessarily against that.

MR. BEHRMAN: In comparison, that's --

MR. PACKMAN: We would love to have much more up front and not have to deal with the mineral rights.

MR. COHEN: Just lay out again exactly what they are prepared to waive with respect to the mineral rights.

MR. PACKMAN: Title objections. There won't be a title objection on either property based upon a claim that there was a reservation of mineral rights outstanding, a mineral lease, or what have you.

MR. BEHRMAN: Just to be clear, that's the only item regarding the Lindsey tract that they're waiving is the mineral rights. They're not waiving any other language that you have to enter a contract and et cetera.

MR. PACKMAN: There has to be good title to the property, right, and that's not waived. Yeah. And they're not waiving the

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energization part.

MR. BEHRMAN: Do you all have an opinion on waiver of the energy conditions versus waiver on the mineral right conditions?

MR. PACKMAN: Yes. Explain that one to me, please.

MR. BEHRMAN: It means we're considering waiving some of the energy conditions, but mineral rights conditions are still important from a balanced perspective, a general opinion on what is more preferable to the other.

MR. PACKMAN: I guess it depends on what the waiver is. I'm sorry to be -- what's the right word? Is "obtuse" the right word? I'm sorry to be -- yeah. It depends on what it is.

MR. BEHRMAN: Okay.

MR. PACKMAN: It could be more valuable, yes, but I don't know what it is.

MR. BEHRMAN: Understood. That's all.

MR. DUFRAYNE: So at this stage, do you have a proposal?

MR. BEHRMAN: I think we would like to regroup now that we understand the

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commercialization aspect of it. We had that discussion, but we would like to read through and form our proposal. If you can give us a few minutes.

MR. PACKMAN: How long do you think you'll need?

MR. BEHRMAN: Ten, 15 minutes.

MR. PACKMAN: Let's do 15. Sure.

15 minutes.

(A BRIEF RECESS WAS HELD.)

MR. COHEN: We're back on behalf of Thor Cal, Thor Cal will raise its bid in the aggregate to $75 million.

And if the debtor and the committee determine that commercialization this afternoon, this evening, becomes an element to be added as a subset of considered bids, Thor would be willing to consider adding the figure for commercialization.

MR. SANDLER: Is that on top of -- again, this is Brad Sandler. Is that on top of the $75 million?

MR. COHEN: We consider making it on top of the --

MR. SANDLER: Understood. But if you

were to do that, it would be on top of the $75 million?

MR. COHEN: Yes.

MR. SANDLER: And then how is the $75 million allocated?

MR. CARTY: We actually did not have time to discuss that.

MR. COHEN: Well, I didn't hear the allocation from the other bid.

MR. PACKMAN: Table that for now. We have to get there pretty quick. But $75 million with the same conditions that are in the APAs now.

MR. COHEN: Correct.

UNIDENTIFIED VOICE: I thought you guys were going to waive the Tarbush energy approval. Kidding. Kidding.

MR. COHEN: All right. Smiley face emoji.

MR. PACKMAN: Any wiggle room on the mineral rights, particularly as to Lindsey?

MR. COHEN: Not at this juncture, but let's see what happens.

MR. DUFRAYNE: Just to confirm, $75 million cash?



MR. COHEN: Yes.

MR. BEHRMAN: The timing element is important. But with commercial lease structure, the high-demand market, things can drag out six months to a year. So we are willing to potentially entertain that structure, but we think this is actually better of all structures from a timing perspective.

MR. DUFRAYNE: Any other contingencies? None. Okay.

Anybody have any questions?

MR. DUFRAYNE: Brad, do you have any questions?

MR. SANDLER: No.

MR. DUFRAYNE: Thank you.

MR. BEHRMAN: So you're going to talk and come back to us?

MR. PACKMAN: Yeah. We're going to try to speed it up a bit though.

MS. CHO: Steve, did they remove the adjacent property closing?

MR. LENEY: Hold on. Thor is back in the breakout. Is your question for Thor? I'm sorry.



MR. PACKMAN: It's for us.

MS. CHO: It's for Steve, yeah. Where did they land on that adjacent property closing? They're still in absolute discretion. Did they get rid of that?

MR. PACKMAN: That is gone. It's gone. It's gone because they didn't object to the markup of the sale order, but that's going to have to be incorporated not only in the sale order, but I'm going to ask them to agree to that in writing in the APA for sure.

I guess the big issue still is -- I'm very intrigued by Greg's comment about potentially waiving certain aspects of the energy. But it's only on Pyote that I care about much. I'm not sure what else he can waive on Tarbush.

MS. CHO: We'll take whatever CP waivers we can get.

MR. PACKMAN: I think we are able to extract mineral rights favor in some fashion for them as well, if we pushed it, unless you guys have something else.

MR. DUFRAYNE: So what are you going to tell them?



MR. FEINSTEIN: Yeah. We missed a step here. Can we all agree that 75 in cash is better than was offered by Hut8?

MR. SANDLER: Yeah. It was interesting. They said they would consider putting more on the table, you know, if we wanted the commercialization above the 75; so --

MR. FEINSTEIN: I was going to suggest they just add five now so we have two $80 million offers. But 75 cash is still better.

MR. SANDLER: Yeah.

(A DISCUSSION WAS HELD OFF THE RECORD.)

MR. PACKMAN: We seem to have lost your counsel. He said he was grabbing some lunch, which we thought was in our little conference room here.

MR. IRWIN: Yeah. I can get it. Here, let me call him real quick, and I'll have him join.

(A DISCUSSION WAS HELD OFF THE RECORD.)

MR. IRWIN: I just called him and went to voicemail, and I shot him a text and let him know that we're waiting for him.

MR. DUFRAYNE: I emailed him as well.

(A BRIEF RECESS WAS HELD.)

THE COURT REPORTER: Back on the record.
MR. DUFRAYNE: Thor has responded with a $75 million cash offer at closing along with a commercialization kicker. So they've not changed their view on the mineral rights at the moment.
MR. PACKMAN: They haven't changed anything contingency-wise.
MR. DUFRAYNE: So they increased their bid 30 percent and kept it in cash.
MR. PACKMAN: The kicker is not defined. We will consider that if that's where this is going.
MR. CARTY: How do you value the bid we put on the table versus how are you valuing that?
MR. PACKMAN: $75 million cash.
MR. CARTY: How do you value our bid?
MR. PACKMAN: So when we look at your bid, this $34 million, it's not guaranteed. You still have to meet those same contingencies sans the mineral rights; right?
MR. CARTY: Yeah.
MR. PACKMAN: So the rest of it is sort of just not defined for us sufficiently to



get a lot of value. I mean, we could give it some value. I think we need to nail down the terms a little more before we get any substantial value.
MR. CARTY: The 75 still has the same closing conditions as they always have.
MR. DUFRAYNE: As yours?
MR. CARTY: With the mineral rights.
MR. PACKMAN: Right. It does have some value.
MR. CARTY: Right. So you're ascribing no value or de minimus value to the earn-out component.
MR. PACKMAN: Not de minimus, no. But if you want us to value it, it's not going to be significant because we have -- it's just not fleshed out enough. There's too much wiggle room there for it to go away, even through no fault of -- I mean, it could just not materialize.
MR. IRWIN: Would it be helpful if we proposed language, Andrew?
MR. PACKMAN: Yeah. It would also be helpful if you came up with the up-front dollars for the up-front. I'm not suggesting



what you do.
MR. CARTY: But I'm trying to understand how to bid back on this. You know, you're just saying, look, all we really care about is the up-front number and you need to come up because you're way short of $75 million, then that's your decision to make. But I'm trying to understand here if that's the message here.
MR. PACKMAN: I think for us to attribute -- yeah, we can't attribute $40 million yet to the back end of your --
MR. DUFRAYNE: It's $46 million.
MR. PACKMAN: They came up $23 million. You guys are at 34 without the mineral rights issues.
MR. CARTY: Yeah.
MR. PACKMAN: So I don't think -- I think there's too much of a Delta between your up-front cash and where they are, even with the contingencies for minerals and energy, they do.
So I do think there's two parts to it. One is coming up with more up-front cash, and then we need to -- we do need to clarify --



not just clarify, but define exactly what this back end does for us, what it means when it happens, you know, what's your -- how are you locked in at all. I mean, I'm happy to do it today, and I think we should, but it's hard to give value to it right now.
MR. CARTY: I'm happy to do it as well. I just want to understand if you guys are going to attribute real value -- if we spend the time defining it and building it out, are you guys going to say, great, we're ascribing 75 percent discount because --
MR. PACKMAN: No. Right now we're subscribing a significant discount because it seems that it's -- it's -- I don't know whether it's going to be something that we even ever get. So I don't know what the trigger is.
MR. CARTY: Part of -- you know, we described it, and we kept it. And we thought, as a benefit to the estates, that the triggering mechanisms were very loose, right. Any lease that's signed at the site would trigger the payment. And I'm just trying to understand what you want us to put

on paper that would get you comfortable to value this appropriately.

MR. PACKMAN: Well, you know what? I'm going to let either Brad or Robert have that. I have some clear ideas, but I --

MR. FEINSTEIN: It's Rob. Look, it's easy for us to compare 75 in cash to an offer of 80 where a big chunk of that 80 is down the road, is possibly never. So that's why the emphasis is on the up-front cash.

This is an easy choice. So if you want guidance, yeah, you should try to meet or exceed the up-front cash. And if you can't get there and want to button your back end with language, we will look at it. But we don't value the back debt as being worth more than $5 million today.

MR. PACKMAN: I mean, that's the creditor speaking, and the vast majority of this is going to the creditors here. So, you know, the debtors really have value only because I'm just not clear on how it's going to work other than, you know, the basics that came out earlier.

MR. SANDLER: From our perspective, we



want more cash and less uncertainty. And so, right, there is a lot of uncertainty in your bid.

MR. IRWIN: But how do you think about the mineral rights uncertainty of getting that versus us --

MR. SANDLER: Look, that's definitely a positive of your bid. But there's still a lot of uncertainty; right?

MR. IRWIN: Understood. Let me ask it this way. On the $75 million, because there's the mineral right condition, are you digging that at all because of that CP? And if so, are you able to say by how much?

MR. PACKMAN: Sure. On the Lindsey tract not much at all. We think that reservation of rights is going to be dealt with. This is just my opinion, right. I don't know what is going to happen. But that's my opinion of on how to live with it.

Pyote, whether or not there's mineral rights, ultimately really -- A, interfere or B, are legally permitted to interfere with existing use is debatable.

Do I think we're going to clear -- we're



going to try to clear what we can through waivers or limitation? Yeah. Whatever they call it, these documents that prevent you from interfering with drilling down sideways, you know, at least -- whatever.

Yeah, we're going to deal with all of that. So it takes a little bit of time. We will probably get there with the ones that matter. So, yes, there's some appeal to that. But it's -- yeah, there's appeal to that, and it's worth some dollars in terms of time and legal costs and uncertainty.

But, you know, if you're going to ask me to put a dollar figure on it, I don't know that I can. I mean, is it millions and millions of dollars? I don't think so.

MR. IRWIN: Okay.

MR. PACKMAN: I don't think so. I mean, Pyote definitely would be -- it would be nice to have that provision.

On Lindsey, I'm not quite as concerned. I think we will there.

MR. CARTY: Should we discuss any more questions?

MR. IRWIN: Let us huddle up. Thanks,



guys.

MR. SANDLER: How long do you guys need, just so we can plan and we can tell Thor?

MR. CARTY: Well, we're going to try to get Asher, who might be in a meeting. Give us maybe like 20 minutes, and then hopefully we will have something either way and then we can go from there.

MR. PACKMAN: We're not quite there yet. But just think about starting to, you know, get closer to where you guys can ultimately go here. I'm not saying you have to.

MR. CARTY: I understand.

(A DISCUSSION WAS HELD OFF THE RECORD.)

(A BRIEF RECESS WAS HELD.)

MR. GENOOT:

MR. GENOOT: Good to see everyone.

I will start with a couple of questions, because we have a few different approaches here. And we spent a good amount of time really thinking about, like, it's already 3:00 p.m. Everyone wants to go home. So where is the best place we can get to rather than going back and forth.

I have a question to start because this

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is important. So there are two things that we believe, and if you guys don't, then there's a disconnect in value, and that drives how we approach this next update.

The first is we think removing the mineral rights CP is a massive, like de-risking for everybody here. Because we are currently going through that process with other sites that we have and, like, we were having issues.

And so we found unique ways to try to work around it from a commercialization approach. But we think that that risk is a non-trivial risk. And so if you all don't believe that is true, then we will remove -- we will keep that contingency and -- we will keep that contingency and we won't remove it.

So that's the first piece. Because then we can put more up front, but it's based on you guys getting the mineral rights. Because, frankly, I think it gives us like a bigger option that we don't have to actually pay it if we don't want to. So that's the honest truth, just laying kind of all of our thoughts out on the table. That's the first.

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And if we don't have the same alignment on the value we're giving by removing the CP for the mineral rights, then we can think that that can put a bigger dollar amount up-front amount.

The second, we believe that we can commercialize this site. We have specific kind of risk thresholds internally because we Greenfield and develop a lot of things ourselves so there's kind of a philosophical investment.

This is internal, so why would we structure it the way that we did in terms of what we spent up front versus when we commercialize. But frankly, I wouldn't personally be on this call, nor would we be spending time on these opportunities if we thought they were only for -- so we do think there's an option to commercialize. We think there's some hair, but we can figure it out.

So kind of the back-end structure is something that we believe we can execute and execute in a -- like, definitely before November but in a short amount of time.

And we have a broader thing we're

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working on with our current projects that, I think, this is going to fall into, which is why it's interesting. There is no intent to, like, have this kind of burn-out structure have any, like, loopholes or trickery or anything in it. So however we want to structure the language to give the most confidence to everyone that -- like, as soon as we commercialize that site, we sign the lease, that payout will happen. We're happy to kind of work through any of those because that is kind of the mindset.

There's some internal things that we have to work through, which is how much we spend on per megawat. And we're a Greenfield organization. We don't bite size. We develop them ourselves. So that's why we're trying to fit this mold in this structure.

But it's good to start with the first, which the value of removing the mineral rights CP or not. Because that will then change how we think about where we bucket the dollars. Because, like, we're happy if there's a CP there that, I think, gives us like some optionality if we want to pull out

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later versus we're fully committed today.

MR. PACKMAN: It has more value on Pyote than Tarbush.

MR. GENOOT: Pyote is a bigger value here anyway; right? So that works.

Sorry. You said it has more value on Pyote?

MR. PACKMAN: The title is much more, you know -- the title is messier.

MR. GENOOT: Got it.

MR. PACKMAN: Lindsey is not on it. So I would say yes and no. Yes on Pyote, probably not as much on Lindsey.

MR. GENOOT: Got it. Okay. So, yeah. So I think that is kind of the first piece of the equation. That's the first piece of the equation. I'm just thinking through.

So in terms of the bid, why don't I do this maybe. I will give you guys two separate bid structures that align to the same overall number. But the split of the economics up front versus later on change based on the CP mineral rights. And then you can decide what is the value of that. And that's the easiest way to be able to kind of

drive this conversation.

So keeping to the existing bid we have on the same structure, we will increase the overall bid structure. And, again, this -- the purpose of this is -- it's 3:30, and I think we're getting to the end of this.

But the purpose, and I'm personally -- I have to be fully offline from -- I have to be fully offline from 3:45 to 9:00 p.m. Eastern. I'm out-of-pocket. But I can kind of ping the team in the background, but I won't be able to pop on anymore.

But the current bid structure we have, we put $80.5 million. And there's $34.5 and 46 million. We will increase the overall bid to $115 million. So that's $40 million higher than the current bid.

The split, if we still have the waiver of the mineral rights, where we are not asking for that to be a condition precedent, the same $34.5 million up front with $80.5 million on the back end.

Alternatively, if you say, hey, we don't actually think that that's that valuable, we think we're going to get it and we're fine



taking the risk, then we will increase the up-front to $57.5 million, and we will have the earn-out be $57.5 million; so it's just 50/50.

Obviously, we think that the mineral rights are a lot riskier than you guys do, so that's reflected in how we're pricing this.

And, again, I think in our structure, if we commercialize this in the first scenario, even if we never get the mineral rights and we commercialize it, you still get paid. So it's not about you having to get the mineral rights on the earn-out. If we can get a lease without figuring out the mineral rights, you also get paid.

MR. SANDLER: Asher, it's Brad. And what happens if you guys end up flipping it? Somebody comes along and they say, right, so you're at $150 million and somebody comes along and says, Asher, you know what, here is $230 million, right? We will give it to you next day that you close. You say, wow, that sounds great.

MR. GENOOT: You can get paid out. That's not the intent here. So we will pay



you guys out first before any other commercialization.

MR. SANDLER: Okay. Because to use the term -- there are so many ways you can get around.

MR. GENOOT: Exactly.

MR. SANDLER: So we're trying to de-risk the transaction; right? So that's why I said we want as much cash and as little risk as possible.

MR. GENOOT: Any pieces like that, feel free to bring up. Because this deal is not the largest deal for us, and like our reputation means a lot. So I'm trying to simplify and de-risk a lot of these things, which is why we're saying, no matter what lease we sign, we don't need to have a threshold, et cetera.

The purpose of that is to give more comfort and certainty of the overall economics here. So if there are other things you guys have fears on, I'm happy to mitigate against them just like you just brought up.

MR. FEINSTEIN: It's Rob. Would you be open to having the backup obligations secured



by mortgages on the properties?

MR. GENOOT: Sure. We're a $13 billion public company, but sure. We will pay. That's fine.

I think the mortgages we have to work through, just because if we're going to sign a data center lease, we have to go financing on there and it just gets complicated. But I mean, we have a very big balance sheet and we have almost a billion dollars of cash money in the balance sheet today. Like, if we have an obligation, we will pay that obligation. But if we are -- if things will make you more comfortable, we are happy to work together on that.

MR. SANDLER: So the security can come in some lower form? It doesn't have to come as management on the property?

MR. GENOOT: We can get a guaranty on it if we have a subsidiary.

MR. SANDLER: Kind of cards on the table, this was not so much about collectability because I believe you could pay. It's about kind of marking our territory. But if that property is going to

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get commercialized, you have to come to us for consent because we're the mortgage holder, or if you're going to flip it. Whatever. You know?

MR. GENOOT: There are folks here that have worked with us before. We take our reputation very seriously. Like, we're not going to hurt our reputation over a deal like this.

So when you say we're going to do something, we're going to do it, and that's it. We have done a lot of things we have done today as a company. So I think if there are areas where we can give you guys more comfort, as long as it doesn't hurt or commercialize it, we're happy to partner together on that.

MR. FEINSTEIN: Understand our mind-set and the reason why we're kind of grappling at this. We're in bankruptcy, we're cash creditors; right? Brand and I represent creditors. They just want cash and go home. And having to wait for a backup obligation, in and of itself, means we have to keep our trust open longer, monitor the situation,

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worry about the downside, which is why there's an emphasis on up-front cash, just so you understand. And, honestly, not moving off of the $34.5 is not much of an improvement. I understand the improvement on the back end.

MR. GENOOT: No. We moved up to $77.5. If we keep the -- if we make it apples to apples and we keep the mineral CP in there.

MR. FEINSTEIN: Yeah. But without the CP, you're still at 34 and a half.

MR. GENOOT: Then your $75 million is not a real $75 million because it could never happen.

MR. FEINSTEIN: I understand.

MR. GENOOT: We have dozens of sites we're offering and building and so forth. We're very intimately familiar with land development in Texas. And the mineral rights issue is big given in our mind. And if it's not being valued by the group, then we're happy to pay more up front but keep that option for ourselves.

MR. FEINSTEIN: Just speaking for myself, it's more, I think, a matter of risk

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allocation. If it gets priced into an all-cash bid now and it gets waived or we have to structure something like this because it's not getting waived, in which case the risk falls on us as opposed to a buyer, where he prices it for the price.

MR. GENOOT: That's my point. And that's why I feel like every other bid has that CP, so it's not a real cash bid because all of those CPs exist in every other bid. It's not apples to apples. That's why I have a bid that is apples to apples and a bid that is not apples to apples.

MR. PACKMAN: Any chance that you guys would consider the split with the waiver, or is that too rich for you?

MR. GENOOT: What's the waiver?

MR. PACKMAN: $57.5, $57.5.

MR. GENOOT: No.

MR. PACKMAN: Because that's a lot of value on Pyote on a 22-acre mineral waiver. I'm just saying.

MR. GENOOT: Like, we have sites where we have one person will waive that that person -- and we're, like, look, the reality

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is everybody thinks AI is the rich person in town that can pay for everything. And so all of these Texas landowners, whether they own the surface or mineral rights, want their portion.

We deal with that on a day-to-day basis. So it doesn't matter how many you have. You just need one asshole who won't get out of the way and they will create an issue for you to commercialize.

I speak from, like, scar tissue because we're going through a lot of this on a lot of our projects. So that's why we put -- we think that, like, waiving that we don't create issues for us that I think we can solve or can live with them, versus you guys clean it up and we don't have to deal with that whatsoever.

MR. PACKMAN: This is your highest and best?

MR. GENOOT: Yeah.

MR. EHRLER: How would you see the mineral rights risk resolved? Is that by a yes, no, we can go forward with the site? Or does that just become a price -- a hold-down

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value to someone?
MR. GENOOT: So when I think about -- so I'll talk practically in this bid process. And, again, all cards on the table.
Practically speaking, we are solving ways to be able to monetize AI data centers even with mineral right issues. Because we have to do that on our other sites because we can't get over the hump.
So I see a path to monetizing the site even if we don't solve that. So that's why, in the first bid, we're willing to waive it because we think we can monetize it even if we don't figure that out.
However, if we're pumping in $75 million in cash that has the mineral rights CP, I don't think that's a real bid. Because I think if that CP doesn't get solved, then ultimately what happens is you lose that bid or they renegotiate. And as a result, they're essentially getting a free option for the next couple of months to go and talk about the site and try to commercialize it. And if the mineral rights don't get there, they don't have to close.

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So to make an apples-to-apples comparison. We can take that same thing -- we don't even have to put up any risk capital. I think the $34 million is like -- we can't get out of that. Like, that is there. That is locked in, et cetera, regardless of any scenario.
We're here, yeah, we will give you $57.5. But there's a high likelihood you guys can't solve the CP and then in that scenario it doesn't get a free option to pull out if we don't like it.
So that's how I'm thinking about it. Again, being very, very open. Because I don't think the 75 is a real apples-to-apples cash comparison. But if you guys don't value that as much as we do, then we will compete against that number and take away the thing that you guys don't value.
MR. EHRLER: If we weren't able to get the mineral rights, let's assume a different world structure here. If you weren't able to get the mineral rights, you would still develop the site but you would do it differently so it wouldn't be worth as much,

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or it would be a different structure or --
MR. GENOOT: We would commercialize it anyways. Like, for us, there's two things we focus on. One is how we spend dollars; and two is how we spend time. We have, fortunately, a lot of sites and things right now. And so if we didn't think that we had a shot at commercializing this -- because the mineral rights you guys are handling is out of our control. Like signing a lease is in our control. We need to figure whether you guys are in or not. We wouldn't option today. We would be work on commercializing this tomorrow. And, frankly, I think by ending next week, I could give you a hint what it's going to look like. We're already working on a couple of things fitting this nicely into a portfolio of other things that we're doing.
So that's why in the first scenario -- in the first scenario or the second, there might be a world we commercialize it. In the first scenario [audio lags] -- in the second scenario we're waiting for the CP first, and once that happens, then we will go

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commercialize it. So we approach it a little bit differently.
MR. EHRLER: But it would cost you the same. It would cost you the 115 in any of those. So are you really any worse off -- we're aware where the starting point is with or without the CP. You're going to commercialize the site, and the end price would still be the same.
MR. GENOOT: It's a little different for our board. Because I see the $57.5 as a contingent because there's a CP on mineral rights. So from an approval process internally, it's a little easier because I don't think that's a hard $57.5, where the $34.5 is a hard number because there's no contingencies.
So there's a little internal dynamics. Like, we are a Greenfield development company by trait. We don't like spending money that we don't have to. Like, we go and we build and we develop, and if there's hair on sites, we figure out those issues and don't commercialize them. And we have done them for $28 billion in deals this year alone.

MR. DUFRAYNE: Asher, I'm sorry to interrupt. We need to move on to our other candidate. Okay?

We appreciate it. We appreciate your counteroffer. We will be back to you shortly.

MR. GENOOT: Okay. Thank you. Do you guys want us to send you anything?

MR. SANDLER: If you could send a terms sheet, I think that would be helpful, right, because the term -- at least where I'm getting hung up, Asher, and I think we can -- from what you're saying, I think we can contract around it, but it's really understanding the commercialization term.

MR. GENOOT: Yeah. So can you talk through that a little bit real quick? When you say -- so scenario one is the default, right, and that's our basic scenario.

Scenario two is we commercialize the site. We are planning to sign a long-term tenant lease on the site. If we're trying to get cute and sell the site or whatever, you guys get paid. Like, if that's not the intent whatsoever, so you get paid in that



scenario. But signing a lease -- and more public company announcing are announcing a lease, so --

MR. SANDLER: Understood. But I want to make sure, when you say commercialize it, right -- before, I think somebody said like only an AI tenant-- like, only an AI data center. So if you happen to lease it for some other purpose, okay, you're commercializing it; so --

MR. GENOOT: Any commercialization outside at this point is going to -- they're only going to commercialize to do a data center. We're not trying to get cute there.

MR. IRWIN: Are you just looking for to propose some language?

(A DISCUSSION WAS HELD OFF THE RECORD.)

MR. DUFRAYNE: You guys here?

MR. COHEN: Sorry.

MR. DUFRAYNE: Sorry for the long delay. It took awhile to get to the landing squad. And we're told this is, for now anyway, their highest and best offer, talking about Hut8.

So the total offer is $115 million broken down into two different scenarios.



$34.5 million at closing without any mineral right contingencies on either property; and then $80 million on the back end on this commercialization concept, which has been defined very broadly for us. So it covers any type of commercialization whatsoever on either property, mainly with some security as well pledged, and a parent company guaranty. But that's not clear to me that that's actually been offered. We've asked for a term sheet, and we will see if we get it.

Alternatively, $57.5 million at closing with mineral rights staying in place and have to be dealt with at closing -- to deal with at closing and then $57.5 million on the back side.

So that's where they are. If there's anything that's not clear about that, just let us know.

MR. BEHRMAN: Is there any commercial development? Is there any back-stop on commercialization, or is are they saying this for a certain "X" number of months or could that drag on?

MR. PACKMAN: As far as we know, there's



no timetable on that. But if anyone else heard differently, they should talk now.

So we're looking for -- obviously everyone is looking for more cash at closing. And we're looking for some comfort on mineral rights, particularly -- well, as to both properties.

You had mentioned earlier possibly, you know, maybe doing something on the energy side. But, you know, at this point, we're going to ask you to try and give us your -- for now your highest and best counter to that, I'll say.

MR. SITT: I'm in the building. Do you know what floor I should go to?

MR. LENEY: Yeah. Someone is coming to the lobby for you.

MR. SITT: Hi, everybody.

Coming around. Nice to me meet you.

MR. PACKMAN: That's kind of where we are. Jack, did you hear that?

So Hut8 is at $115 million with $34.5 at closing with a waiver of the mineral rights, title exceptions on the Lindsey tract and the Pyote property; $80 on the back end, subject

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to this commercialization concept that is fairly broad in terms of any type of commercialization that's done on either property, be it industry related or not. They also can't flip it without paying us possible collateral to secure that.

MR. SITT: So a flipping would not trigger the commercialization; it would --

MR. PACKMAN: It would flip -- it would trigger their payment. And the parent company guarantying they're going to give us a term sheet. And then if they don't waive the title mineral issues on either property, it's $57.5 at closing.

MR. SITT: If they don't waive the --

MR. PACKMAN: The mineral reservations, the mineral releases, the title exception for mineral rights on those two properties, then it's $57.5 at closing, but the title issues are on the estate to deal with on the debtors, and $57.5 on the back end.

MR. SITT: Okay.

MR. COHEN: The back end being commercialization description as to the first option?

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MR. PACKMAN: Yes.

MR. LENEY: It's valued all at $115, right, just whacked up differently?

MR. PACKMAN: Right. Anybody else who thinks I didn't get that, please chime in now because I want to make sure we're all on the same page.

MS. CHO: It's Shirley Cho. For the record, I think it's $80.5 million on that first part of it.

MR. DUFRAYNE: On the back end?

MR. PACKMAN: 80.5. Yeah.

MR. COHEN: Without the benefit of the term sheet concerning commercialization, how does the estate value this bid? What's the process by which the estate values this bid?

MR. PACKMAN: So I look at it that we're getting -- we're getting $34.5 million with a waiver. And then on the back end, we're getting $80.5 million provided at --

MR. SITT: Additional 80.5?

MR. PACKMAN: Provided there's any commercialization whatsoever, for whatever time period it takes, with security in the guarantee. So that's a pretty significant

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offer.

Now, is it worth $80.5 million? I guess there is some risk because you want a buyer that is substantial, is public. There's still detail that would have to be worked out, and it has substantial value. Like, we're not talking $10 million.

MR. SANDLER: The committee views it the same way. We view it as a very strong offer from a public company that's willing to give guarantys, you know, security with a broad definition of commercialization.

So we view it as, you know, is it $115 million? It's probably a little bit less than that when you factor in a little bit of the back side risk, but we view it as a very strong offer.

MR. FEINSTEIN: Well, the back side -- it only needs to be worth more than 17 and a half million to top the offer because you're at 75, and they're at 57.5 plus the back end. So we definitely view that as more than $17.5 million.

MR. PACKMAN: Yes. And it's apples to apples. That's right.

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MR. COHEN: Are you looking for to us give you also an option A or option B or something in between? I mean, I'm not really --

MR. PACKMAN: We're looking for you guys to minimize our risk and get us more cash if you can.

MR. SITT: Minimize the risk where specifically?

MR. PACKMAN: Well, what they've offered is waiver of mineral rights, title exception. That's really what they offered to minimize the risk. The rest is just cash. And then there's the back side risk.

MR. SITT: But the up-front dollars still have the other closing conditions just not the mineral rights and --

MR. PACKMAN: Correct.

MR. SITT: Okay. What questions do you guys have?

MR. BEHRMAN: Jack, why don't you go --

MR. SITT: I will go into Zoom and step out.

MR. BEHRMAN: Different room.

MR. SANDLER: Just for planning

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purposes, how much time do you guys need?
Jack, how much time do you think you guys need just for planning purposes?
MR. SITT: I'd say 10 to 15 minutes.
(A BRIEF RECESS WAS HELD.)
THE COURT REPORTER: On the record.
MR. SITT: So the last group offered two different financial deals, one with the mineral rights and one without. We're going to give you one set of conditions and two different options in terms of up-front money and then back-end money and for commercialization.
But as the financial deal is as follows: We'd like to offer 90 up front and 26 on the back end post commercialization in option A.
MR. PACKMAN: Okay.
MR. SITT: And option B, a straight-up 105 up front. And the conditions I'm going to let the team speak to if it's okay. One set of conditions goes for both offers.
MR. LENEY: I was just going to ask.
MR. DUFRAYNE: Go ahead.
MR. BEHRMAN: Basically we're just keeping the current conditions the same. We

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obviously came in way better than them on their second offer where they are, if you have the mineral rights condition in there. So it's still -- we're just keeping the conditions in.
MR. SITT: To be clear, the conditions that are in APA presently?
MR. BEHRMAN: Correct.
MR. SITT: So I'm assuming -- I'm guesstimating a $10 million -- I'm sorry -- $11 million in the bottom line. And what the value is to you guys, you have that up front in the back-end money.
If that is way off and you tell me that's going to be unacceptable, I would love to get another bite of the apple, but that's just -- I'm trying to pin the tail on the donkey.
MR. PACKMAN: But why split it up if you're not -- so it's 90 -- I'm missing -- what's option A get us?
MR. SITT: It gets you 90 up front and 26 post commercialization.
MR. PACKMAN: Ten million more consideration but no waivers.

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MR. SITT: But no waivers.
MR. DUFRAYNE: What are your conditions on commercialization? How do you define commercialization?
MR. SITT: I will let the team address that question.
Steve, do you want to go there?
MR. BEHRMAN: Judging by what is happening in the same framework is a revenue generating of that to a third-party on our behalf. If we create a revenue-generating event, lease or sale or on the type of commercial agreement and allow us to monetize that property, that would be a commercial event.
MR. SITT: And to offer waiver?
MR. PACKMAN: So if we don't do the back-end, it's 105 in cash at closing, assuming that you're comfortable on the title and the energy.
MR. BEHRMAN: Correct.
MR. SANDLER: What about security and a parent guaranty?
MR. SITT: So we're comfortable giving you guaranty. That guaranty is that 26.

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MR. PACKMAN: On commercialization?
MR. SITT: I will let Raj speak to that.
MR. BEHRMAN: I don't want to leave it open-ended.
MR. SANDLER: I'm sorry. What was that Steve? Open-ended?
MR. COHEN: We don't know what the commercialization terms and conditions are of the other bidder. Why is ours any worse than theirs?
MR. PACKMAN: Got it. Thank you, Steve. What's the hesitation on the waiver as to Lindsey and/or Pyote?
MR. BEHRMAN: Meaning on the (inaudible) piece?
MR. PACKMAN: Yeah. We've had lots of conversations about it. I guess I need to understand -- you know the situation on both properties. You know Lindsey has a reservation of rights we're working on, you're working on, and Pyote has a bunch of them.
So, you know, there's certainly some value to what Hut8 is saying there. But, you know, I guess I need to understand why you

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guys don't want to budge on that at all. I just want to understand and get your thoughts.

MR. BEHRMAN: I mean, it's trending in the right direction, going in the right direction. It's going. But there needs to be a little bit of progress made there.

We are hoping we can get there, but you know, we -- it's a material issue. Nothing gets solved if there's zero progress made; right?

MR. SITT: I will answer it a little bit more directly. We had high degree of confidence it will be solved. The problem is, if it doesn't get solved, it's a little bit of a nail in the coffin.

If it's a potential catastrophic issue if somebody wants to make a mess for us down the road. But we have very high degree of confidence in getting it solved. But we just can't give it up because we don't want to go into it off-ended with the project.

MR. PACKMAN: I guess -- we're going to ask you to allocate your offer privately so we can start getting to the next step of

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this.

Pyote is more of a title problem when it comes to mineral rights, and it's worth much less, both land value and power-wise. So I guess our question is on the Lindsey tract, and I don't understand that. That to me is -- unless you're aware of a reservation of rights other than the one that we've been talking about for quite some time, it's a one -- it seems like one-party thing. So that one I don't quite understand. But okay.

MR. FEINSTEIN: Well, it's worth pointing out, I think, that Hut8 gave us the option of taking the offer with $35 million roughly up front unconditionally with no mineral condition and the balance on the back end, or 57 and 57 with the condition.

We haven't decided. But I have to tell you as the committee, the unconditional up-front cash is a very attractive feature, and it sounds like you guys simply don't want to compete on that front at all.

MR. SITT: We would be willing to compete on that front. I would need more time, and I'm trying to be -- you know, if

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you guys get a good offer, respectful of time, and keep the process moving, if you tell us that's the direction you got want to take, I'm happy to put an offer in front of you guys that has that consideration as part of the offer.

MR. FEINSTEIN: I think, just speaking for me, I think it would be helpful to see that and consider it among all of the other options here.

MR. SITT: Okay. Got it. Do you want us to --

MR. PACKMAN: Well, we're going to start with the individual lots, but you guys can work on whatever you want to work on.

MR. SITT: All together. Easy enough.

MR. COHEN: What's the realistic time for this? What are we envisioning? Is this going to be midnight?

MR. PACKMAN: It takes as long as it takes.

MR. SITT: Is this a one-day thing or is it --

MR. PACKMAN: If we have to continue to the next day, we will. We're doing our best.

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MR. PACKMAN: I personally have no cut-off. If somebody does, they will need to tell us and we will deal with it.

And please allocate your bid.

MR. SITT: Will do.

MR. PACKMAN: Now we're good. Thank you.

(A BRIEF RECESS WAS HELD.)

MR. PACKMAN: Here is where we are in the aggregate. Thor has offered $90 million at closing; the remainder of the terms that are APA is unchanged; $26 million after closing upon commercializing either one of the assets, meaning entering into any type of commercial contract relative to either property, either set of assets; or $105 million in cash at closing, no back end, no waivers, 105. Either/or. They may come back with an offer with waivers, but whatever. There was a portion in this $20 million on Pyote and the balance on --

MS. VOLKOV: $85 million.

MR. SITT: Correct. That $20 million, the split is the same independently of whether it's all at closing or some kicked

out to commercialization?
MR. PACKMAN: Wait. Say that again.
MR. SITT: If we go with the back end --
MR. PACKMAN: And Hut8 is $115 million total for both sets of assets. $34.5 million at closing without any mineral -- they're waiving any mineral title entitlements. So any mineral right issues are waived on the Lindsey tract and Pyote and $80 million as a back-end payment upon commercialization of either property.
UNIDENTIFIED VOICE: 80.5.
MR. PACKMAN: I'm sorry. 80.5. Let me change that. The term sheet to be provided upon commercialization terms or 57 and a half -- that's $57,500,000 -- at closing without waiver of mineral --
UNIDENTIFIED VOICE: Can you say that one more time?
MR. PACKMAN: Yeah. Sorry. $57,500,000 at closing cash, without waiver of any title issues, and $57,500,000 on the back end on commercialization of one or more of the assets. No allocation. With no allocation? You're going to bid on each of your



respective asset, okay. And one of the bidders has allocated and the other does not choose to allocate.
UNIDENTIFIED VOICE: I understand. So, I guess, what is the baseline bid for --
MR. PACKMAN: Well, we have $20 million for Pyote.
UNIDENTIFIED VOICE: And you're saying that that's superior?
MR. PACKMAN: I didn't say that. We don't have to make that decision. How do I bid that? You have an allocation.
MR. GROSSMAN: It's nonsensical.
MR. SITT: So I'm going to bid against this number, and then at the end you're going to tell me we actually like Pyote better, sorry.
MR. DUNLAP: My issue is that at the end you can just reverse engineer the allocations.
MR. SITT: What do you mean reverse?
MR. PACKMAN: You're saying you want us to take more time and decide whether that's the highest and best? We're not disqualifying. Sorry.



MR. GROSSMAN: Guys, I'm missing something. There's an aggregate bid and the bidder refuses to say, even going back to where we were before, how he's allocating; and then you want people to bid on the individual, which is basically bidding against themselves, and that guy then gets to say my bid on allocating a dollar more than that. That's why this whole theory was crazy. Is that what you're really saying?
MR. PACKMAN: Well, I don't understand what you're saying.
MR. GROSSMAN: What I'm saying is not that complicated. You have an aggregate bid. An aggregate consists of the properties that are being sold, whether it's two or three, and I'm not sure there were. Each one has a component. What is the component? Because you're now putting them up for separate bids.
MR. PACKMAN: I already said that we don't believe that the bid from Hut8, which has been allocated to Pyote, is a higher or better bid, but it's not a final bid. So what more do you want us to say?
MR. SITT: I want to bid against the



best bid. So if I bid $21 million and no one matches it, that's it.
MR. GROSSMAN: No. They get to come back.
MR. SITT: I will get to come back -- instead of saying take my 105 for both --
MS. VOLKOV: The bidders come back and bid. I thought that's where we ended up before when we started this whole thing.
MR. GROSSMAN: You guys are rewriting history.
MR. SITT: We can't do this without allocating. So is it possible to bid when you haven't determined a winner between the two current bids? Have you two current bidders.
MR. GROSSMAN: You have a fixed option. Either you want to do it fairly or you don't. If you want to do it fairly, you know how to do it. If you don't, stop wasting everybody's time and let the court decide.
MR. SITT: You kind of have separate line options going as an aggregate bidder. We don't know whether -- you may still think that Hut8 is the superior bid. We don't know

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that.
MR. GRAY: But it could. Their bid is so different because it's a guaranteed payment to the estate. It's a totally different animal than being -- you have a baseline for each asset.
MR. SITT: You have a baseline and --
MR. PACKMAN: Your objection is to Hut8 coming back, right -- not forward -- coming back and bidding because they didn't allocate?
MS. VOLKOV: Yeah. 100 percent. Because exactly whoever said it, they can come back and say, okay, now that I know what the bids were for Pyote and Tarbush, I'm going to bid a dollar more than whatever crap they put on the table.
MR. PACKMAN: Wait. We don't have to go there.
MS. VOLKOV: Whatever contingent bid they put on the table, okay, and be the backup bidder.
MR. SITT: My concern is now you're asking us to bid apples to oranges. Because you just told me that's a completely separate

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bid. So we're having an auction and now the bidding process is really two bid processes because you guys haven't decided how this is really working.
MR. PACKMAN: You guys raised the objection. The genesis of this is you guys, and we're trying to work through this.
MR. SITT: We decided and you guys told us that they're going to allocate. They're refusing to comply. They should be disqualified or --
MR. PACKMAN: Look, this isn't a mediation and I'm not a judge.
MR. SITT: But you're --
MR. PACKMAN: Wait a second. Okay? I hear everybody saying we're going to go to the judge and do this. It's fine if that's what you want to do.
I want to hear what -- I want to hear from the bidder. I want to hear from Hut8.
Andrew, do you have a position on this or do you want us to just make a decision?
MR. CARTY: We don't intend to allocate the bidding. You guys want to allocate value for purposes of the lot bid and the debtor's

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business judgment, that's your right to do that.
MR. PACKMAN: Well, we're going to do that, regardless. The question is whether you get to bid first. And I understand their point. The word is allocated, and you guys don't want to do that. So it is a problem.
MR. SITT: It's two separate issues.
MR. PACKMAN: I just wasn't --
MS. VOLKOV: I have no issue with the $20 million/$85 million. I have no issue with that because I know what the number is. I know what I need to bid; okay?
And I guess it's -- after all the bids are aggregated, so to speak, and Thor wants to come back and make a higher bid, which I have a problem -- I know that's what is decided --
MR. PACKMAN: That's what we're going to do.
MS. VOLKOV: That's fine. I'm just putting my objection on the record. I have a problem with that. I think that is extremely unfair, and that is not how an auction should be run.

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Putting that aside for a minute, the Hut8 bid and their refusal to allocate -- I don't care if they get disqualified. They should not be allowed to come back and bid.
MR. PACKMAN: Yeah. Andrew, I agree with that. I think it is what it is.
MS. VOLKOV: Yeah, you're stuck with it.
MR. PACKMAN: I don't think we can come back and sort of allocate. I doesn't make sense.
MS. VOLKOV: Now they have the ability to come back and bid individually on each asset. But why do they need to --
MR. LENEY: Because maybe their bid as a package had certain considerations in it, and then if they realize they don't lose one, they still want the other, they're willing to make more concessions. It's pretty -- right?
MS. VOLKOV: You can do that on an individual basis so that everybody who is bidding on lots --
MR. SITT: Can we go off the record?
THE COURT REPORTER: Going off.
(A DISCUSSION WAS HELD OFF THE RECORD.)
THE COURT REPORTER: Back on the record.

MR. DUFRAYNE: We will start with the Pyote properties. The opening bid would be $20,250,000 and we will start off.
UNIDENTIFIED VOICE:
MR. GORDON: Giga will bid $20,250,000.
MR. DUFRAYNE: Just to confirm, it is --
MR. SITT: For the Pyote assets, it's $20.5 million U.S.
MR. DUFRAYNE: Any questions from anybody?
MR. LENEY: I would suggest, just for the sake of time, unless you're offering any sort of waiver of any -- if you're changing the status quo from --
MR. SITT: On the terms of -- did they -- did Thor waive --
MR. DUFRAYNE: That's the default unless otherwise submitted.
MR. SITT: Then on the terms that they gave, as submitted, we increase our bid to $20,250,000.
MR. LENEY: DigiPower's bid is $20,500,000.
Can you confirm that?
MS. VOLKOV: Confirming.



UNIDENTIFIED VOICE:
MR. LENEY: Thor?
The next bid on Pyote is $20,750,000.
Anybody here from Thor?
UNIDENTIFIED VOICE: Sorry. Can we go off the record?
UNIDENTIFIED VOICE: Wait a minute. Thor needs a minute.
MR. SITT: Thor needs a minute.
MR. DUFRAYNE: Hold on. You said it before, so every voice is there, it's their bid.
MR. SITT: I think that's fair.
MS. VOLKOV: Are they out?
MR. DUFRAYNE: $20,750,000
MR. SITT: No. We are entitled to a minute. Excuse me.
MR. DUFRAYNE: Okay. Take a minute.
MR. SITT: Hold on.
(A DISCUSSION WAS HELD OFF THE RECORD.)
MR. DUFRAYNE: The next bid is $20,750,000.
MR. SITT: Is that aggregate at all?
MR. PACKMAN: The aggregate bid is being considered on its own merit.



MR. SITT: So I bid 22 if it doesn't increase the aggregate.
MR. PACKMAN: It does increase the aggregate.
So please bid on the Pyote asset. Okay. If you want to bid higher than Pyote asset, please bid on it.
MR. SITT: Okay. We bid $21 million.
MS. VOLKOV: I'm sorry. Can I --
MR. SITT:
MR. PACKMAN: I'm not going to answer any more questions. I'm just going to keep going here. Okay?
UNIDENTIFIED VOICE:
MR. GORDON: The present bid is $20,750,000. Correct?
UNIDENTIFIED VOICE: Correct.
MR. SITT: We bid 21.
MR. PACKMAN: Thor or $21 million?
MR. SITT: $21 million.
MR. DUFRAYNE: Giga Energy?
UNIDENTIFIED VOICE: Giga bids $21,250,000.
MR. DUFRAYNE: Giga's bid is $21,250,000.



DigiPower?
MS. VOLKOV: $21,500,000.
MR. DUFRAYNE: DigiPower has bid $21,500,000.
Thor?
MR. SITT: 23.
MR. DUFRAYNE: Thor has bid $23 million.
MR. SITT:
MR. GORDON: $23,250,000.
Giga has bid $23,250,000.
DigiPower?
MS. VOLKOV: $23,500,000.
MR. DUFRAYNE: DigiPower's bid is $23,500,000.
Thor?
UNIDENTIFIED VOICE:
MR. SITT: 24.
MR. DUFRAYNE: Thor has bid $24 million.
Giga.
MR. GORDON: $24,250,000.
MR. DUFRAYNE: Giga has bid $24,250,000.
Digi Power?
MS. VOLKOV: $24,500,000.
MR. DUFRAYNE: DigiPower has bid $24,500,000.

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UNIDENTIFIED VOICE:
MR. SITT: $25 million.
MR. DUFRAYNE: Thor has now bid $25 million.
MR. GORDON: We request a 5-minute break.
MR. DUFRAYNE: Return at 5:30. See you in five minutes.
(A BRIEF RECESS WAS HELD.)
MR. SITT: I would like to amend my aggregate bid of 105 to the mineral rights closing (inaudible).
MR. DUFRAYNE: Just so we're clear, the aggregate bid is $105 million for Thor, cash closing, subject to the APA contingencies, but you're waiving the mineral right contingencies on both contracts?
UNIDENTIFIED VOICE: Correct.
MR. PACKMAN: What does that do to the --
UNIDENTIFIED VOICE: That would mean -- so it's a $25 million bid on Pyote lot of assets. Does that include the contingencies on that?
MR. PACKMAN: On both sets of assets,

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right?
UNIDENTIFIED VOICE: The contingency -- whether you're bidding on each asset or whether you're bidding in aggregate, the contingency for the mineral rights is what you're waiving; correct?
UNIDENTIFIED VOICE: Correct.
That also should answer your question about how to value any back-end payments. Because that to me is -- well, subject to the committee's input, that seems like --
MS. VOLKOV: Are you requiring the other bidders to make the same waiver?
MR. PACKMAN: No.
MR. SANDLER: The committee will factor that in, obviously.
UNIDENTIFIED VOICE: Do you have an incremental value that you're putting that waiver at so we can continue bidding?
UNIDENTIFIED VOICE: If I were to bid $25.25 million right now, would I beat his $25 million and waiver of mineral rights?
MR. DUFRAYNE: I can't see how you would, but we would have to discuss that.
MR. COHEN: Excuse me. On behalf of

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Thor, to be clear, you can't -- that's an internal decision for the committee to make with the debtor and company, what value you put on the waiver of the mineral rights. We're not assigning, to be clear, a dollar value to that waiver.
MR. SITT: Right. But I need to assign a dollar value for me to continue bidding. How do I know what to bid next?
MR. COHEN: Well, I'm not going to argue.
MR. SITT: If I give the waiver, what do I bid?
MR. PACKMAN: You know what? So is your client going to give the waiver?
MR. SANDLER: It doesn't matter how they make their decision. You have to make your decision. Your client has to decide do they want to waive the CP or not.
MR. SITT: I appreciate that. I'm saying, if I don't, I need to know what number incrementally I have to bid next to remain in the auction.
UNIDENTIFIED VOICE: Unless you're waiving the same contingency, then it's going

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to be dollar amount.
MR. DUFRAYNE: We're not arbitrarily assigning a value.
MR. SITT: So then how I can remain -- if I want to remain in the auction and not waive the mineral rights, what amount do I have to bid next? That's the only answer I want.
MS. VOLKOV: Isn't it at 25,250?
MR. DUFRAYNE: He wants to discuss it with the committee.
That's good. Thank you.
(A BRIEF RECESS WAS HELD.)
MR. SITT: $25 million with contingencies.
MS. VOLKOV: For DigiPower, $25,500,000. I don't think we need to keep repeating the waiver.
MR. PACKMAN: Agreed. We're going to stop bidding. We're not going to bid.
MS. VOLKOV: We were at $25,500,000.
MR. SITT: We will bid $25,750,000.
MR. DUFRAYNE: Illana?
MS. VOLKOV: $26 million.
MR. SITT: $26,250,000.

MS. VOLKOV: $26,500,000.
MR. SITT: $26,750,000.
MS. VOLKOV: $27 million.
MR. SITT: $27,250,000.
MS. VOLKOV: Sorry. I can't write this fast. I have to keep track of it myself. I'm an old fart.
$27,500,000.
MR. DUFRAYNE: Giga?
MR. SITT: $27,750,000.
MR. DUFRAYNE: Digi?
MR. DUFRAYNE: $27,500,000.
MR. SITT: I just bid --
MR. DUFRAYNE: Giga just bid $27,750.
MS. VOLKOV: Oh, you see? Sorry about that. I told you I can't write as fast.
$28 million.
MR. SITT: We request a bathroom break.
MR. DUFRAYNE: Great. The current bid is $28 million.
(A BRIEF RECESS WAS HELD.)
MR. DUFRAYNE: On the record; correct?
THE COURT REPORTER: On the record.
MR. DUFRAYNE: Before we do that, Mr. Court Reporter, are you good on time? We



may be here a bit.
THE COURT REPORTER: I'm here with you. Yes, sir.
MR. SITT: So we are at 28,250 to us.
Digi would like to bid $28,250,000.
MS. VOLKOV: $28,500,000.
MR. SITT: $28,750,000.
MR. DUFRAYNE: Digi is $28,750,000.
MS. VOLKOV: 29.
MR. SITT: $29,250,000.
MR. DUFRAYNE: Giga's bid is $29,250,000.
MS. VOLKOV: $29,500,000.
MR. DUFRAYNE: DigiPower's bid is $29,500,000.
Giga.
MR. SANDLER: $29,750,000.
MR. DUFRAYNE: Giga's bid is $29,750,000.
DigiPower?
MS. VOLKOV: $30 million.
MR. DUFRAYNE: DigiPower's bid is $30 million.
Giga?
MR. SANDLER:



MR. SITT: $30,250,000.
MR. DUFRAYNE: Giga's bid is $30,250,000.
MS. VOLKOV: Now I need a break. I'll be right back.
(A BRIEF RECESS WAS HELD.)
MR. DUFRAYNE: DigiPower?
MS. VOLKOV: $30,500,000.
MR. DUFRAYNE: DigiPower is at $30,500,000.
Giga?
MR. GORDON: $30,750,000.
MR. DUFRAYNE: Giga is at $30,750,000.
DigiPower?
MS. VOLKOV: $31 million.
MR. DUFRAYNE: DigiPower is at $31 million.
Giga?
MR. SITT: $31,250,000.
MR. DUFRAYNE: Giga is at $31,250,000.
DigiPower?
MS. VOLKOV: $31,5.
MR. DUFRAYNE: DigiPower is at $31,500,000.
Giga?



MR. SITT: $31,750,000.
MR. DUFRAYNE: Giga is at $31,750,000.
DigiPower?
MS. VOLKOV: $32 million.
MR. DUFRAYNE: DigiPower is at $32 million.
MR. SITT: $32,250,000.
MR. DUFRAYNE: Giga is at $32,250,000.
DigiPower?
MS. VOLKOV: $32,5.
MR. DUFRAYNE: DigiPower is at $32,500,000.
MR. SITT: $32,750,0000.
MR. DUFRAYNE: DigiPower is at $32,750,000.
MS. VOLKOV: We'll be back.
(A BRIEF RECESS WAS HELD.)
MR. DUFRAYNE: The last bid was $32,750,000.
MS. VOLKOV: The answer?
UNIDENTIFIED VOICE: The answer is that Giga's bid is substantially below, at this point, the amount of the account proof of agents.
MS. VOLKOV: The question is -- I

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mean --
UNIDENTIFIED VOICE: The issue is whether Giga -- we took a look at the account that was posted, okay. What you gave us is still substantially in excess of your bid.
MS. VOLKOV: It's my turn?
MR. DUFRAYNE: Yes.
MS. VOLKOV: $33 million.
MS. VOLKOV: DigiPower is at $33 million.
MR. SITT: $33,250,000.
MR. DUFRAYNE: Giga is at $33,250,000. DigiPower?
MS. VOLKOV: $33,5.
MR. DUFRAYNE: DigiPower is $33,500,000. Giga?
MR. SITT: $33,750,000.
MR. DUFRAYNE: Giga is at $33,750,000. DigiPower?
MS. VOLKOV: $34 million.
MR. DUFRAYNE: DigiPower is $34 million.
MR. SITT: $34,250,000.
MR. DUFRAYNE: Giga is at $34,250,000. DigiPower?
MS. VOLKOV: $34,5.

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MR. DUFRAYNE: Digi is at $34,500,000. Giga?
MR. SITT: Sorry. Can you repeat that?
MR. DUFRAYNE: $34,500,000.
MR. SITT: $34,750,000.
MR. DUFRAYNE: Giga is at $34,750,000. DigiPower?
MS. VOLKOV: $35 million.
MR. DUFRAYNE: DigiPower is at $35 million.
MR. SITT: $35,250,000.
MR. DUFRAYNE: Giga is at $35,250,000.
(A DISCUSSION WAS HELD OFF THE RECORD.)
MS. VOLKOV: $35,500,000.
MR. DUFRAYNE: DigiPower? We have $35,500,000.
MR. SITT: Hang on.
(A BRIEF RECESS WAS HELD.)
MR. SITT: $35,750,000.
MR. DUFRAYNE: Giga bids $35,750,000.
MS. VOLKOV: $36 million.
MR. DUFRAYNE: DigiPower bids $36 million.
MR. SITT: $36,250,000.
MR. DUFRAYNE: Giga bids $36,250,000.

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MS. VOLKOV: We need a brief break.
(A BRIEF RECESS WAS HELD.)
MS. VOLKOV: $36,500,000.
MR. DUFRAYNE: DigiPower bids $36,500,000. Giga?
MR. SITT: $36,750,000.
MR. DUFRAYNE: Giga bids $36,750,000.
MS. VOLKOV: We're out.
MR. GORDON: DigiPower is out.
MR. PACKMAN: So Pyote for Giga--
MR. DUFRAYNE: $36,750,000. With the waiver.
MR. PACKMAN: Bidding on Pyote --
MS. VOLKOV: So who are the back-up bidders?
MR. PACKMAN: On a lot basis, do you agree to that?
MS. VOLKOV: Yeah. We would agree to that. But do you want to just put that on the record then?
MR. DUFRAYNE: So, for the record, Giga's bid of $36,750,000 is the winning bidder; and DigiPower bid $36,500,000 is the backup bidder.

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MR. SITT: So can we discuss -- so Tarbush is --
MR. GORDON: And then Thor and update -- so just Thor will have an opportunity to come in and --
MR. SITT: They're not out on the aggregate. They're out on bidding -- pulled out the bid of lots.
MR. LENEY: Right. They didn't allocate so --
MR. GORDON: So then do I need to say -- are you going to bid higher? Our bid would have to then be paired with a Tarbush bidder; is that correct? Because in order for them --
MR. PACKMAN: Let us talk about that and let you know.
MS. VOLKOV: I thought you wanted --
MR. CARTY: We are never going to be buyers on just Pyote or on just Tarbush. So we're never going to allocate. We're just going to -- if aggregate bids come in higher, that's great. If we can top it on an aggregate basis, then --
MR. GORDON: So then they can't bid on

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lots because --
MS. VOLKOV: That was their best and final bid.
MR. PACKMAN: We're going to let them bid in the aggregate. You will have a chance to bid with the Tarbush bidder and reserve rights on the record.
MS. VOLKOV: You should go back into the transcript and confirm this because --
MR. PACKMAN: If I have to, I will. They can say what they want and you can object if you want.
We're going to allow you to continue. I remember differently.
MR. PACKMAN: So let's move on to Tarbush.
MR. GORDON: Do you guys mind if we stay here for Tarbush?
MR. DUFRAYNE: We're going to proceed with the Tarbush lot bid.
So the two bidders will be Fluidstack and Thor.
The opening bid is $85 million by Thor.
MR. SITT: Without the waiver?
MR. PACKMAN: Please identify

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yourselves.
MR. SITT: Jack Sitt with (inaudible).
Yes, we are waiving our mineral rights for Tarbush.
MR. DUFRAYNE: Thank you.
MR. SITT: That bid is just on Tarbush. It's not contingent on Pyote. This is only Tarbush.
MR. DUFRAYNE: Is Fluidstack on the line?
MR. BATTERSBY: Yes. Jack Battersby, Fluidstack.
MR. DUFRAYNE: Jack, are you ready?
Fluidstack, the opening bid is $85,500,000.
MR. SITT: Fluidstack will bid 85,5 (inaudible).
UNIDENTIFIED VOICE: 86.
MR. DUFRAYNE: Thor bids 86.
Fluidstack?
MR. SITT: $86,5.
MR. DUFRAYNE: Fluidstack bids $86,500,000.
Thor?
MR. SITT: 90.

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MR. DUFRAYNE: Thor bids $90 million.
Fluidstack?
MR. SITT: 91.
MR. DUFRAYNE: Fluidstack bids $91 million.
Thor?
MR. SITT: 95.
MR. DUFRAYNE: Thor bids $95 million.
MR. BATTERSBY: 96.
MR. DUFRAYNE: Fluidstack bids $96 million.
Thor?
MR. SITT: 97.
MR. DUFRAYNE: Thor bids $97 million.
MR. BATTERSBY: Fluidstack needs to break five minutes.
(A BRIEF RECESS WAS HELD.)
MR. SITT: We're ready when you are.
MR. DUFRAYNE: Are we on?
THE COURT REPORTER: We're on the record.
MR. DUFRAYNE: Fluidstack, the floor is yours.
MR. BATTERSBY: Can you remind me what the last bid was?

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MR. DUFRAYNE: $97 million.
MR. SITT: 97,5.
MR. DUFRAYNE: Thor?
MR. SITT: 99.
MR. DUFRAYNE: Thor's bid is $99 million.
MR. SITT: 99,5.
MR. DUFRAYNE: Fluidstack's bid is $99,500,000.
Thor?
MR. SITT: 100.
MR. DUFRAYNE: Thor's bid is $100 million.
Fluidstack?
MR. SITT: Break, please.
(A BRIEF RECESS WAS HELD.)
MR. DUFRAYNE: The floor is yours.
MR. SITT: Fluidstack will bid 100.5. That's $100,500,000.
MR. DUFRAYNE: Fluidstack's bid is $100,500,000.
MR. SITT: $103 million.
MR. DUFRAYNE: Thor's bid is $103 million.
MR. BATTERSBY: Fluidstack is out on

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this one.
MR. DUFRAYNE: Fluidstack is withdrawn. Okay. Thank you.
MR. GROSSMAN: Jack, do you want to be the backup bidder on this?
MR. SITT: Yeah.
MR. GROSSMAN: They will remain as the backup bidder.
MR. DUFRAYNE: Fluidstack will be the backup bidder. Is that confirmed?
MR. SITT: Yes.
MS. VOLKOV: What was that price?
MR. SITT: I'm sorry. $103 million.
MR. DUFRAYNE: So the backup bidder is $100,500,000 and the prevailing bidder on Tarbush as a lot is 103 million even; correct?
MR. DUFRAYNE: Yes.
Let's take a short break before we go back to the aggregate.
(A BRIEF RECESS WAS HELD.)
MR. DUFRAYNE: Now they're considering the auction the combined bid. Two qualified. That's Hut8 and Thor.
Is there anybody else that's considering

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to participate?
MR. SITT: In the overall auction?
MR. DUFRAYNE: Yes.
MR. BATTERSBY: We are not qualified to bid on Tarbush. We would like the opportunity, following how this works -- the question is is there going to be a counter? We want to participate. We're not sure on what terms.
MR. PACKMAN: Right now let's start the aggregate bidding and then see where that goes.
UNIDENTIFIED VOICE: That's fine. Go ahead.
MR. DUFRAYNE: So, Thor, the initial bid would be an additional $500,000. The incremental would be $500,000.
MR. PACKMAN: I think we need, at this point, to take a break.
(A BRIEF RECESS WAS HELD.)
MR. DUFRAYNE: The next bid should be -- do you guys have any dispute with that? Increments of $500,000.
MR. CARTY: So we will do $500,000. And we're at --

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MR. DUFRAYNE: 140,250.
MR. CARTY: Yeah. We will agree to the Phase 1 waiver, Steve, that you mentioned Tarbush and also the newer waiver that everybody is agreed to. We will agree to that as well. So apples to apples.
UNIDENTIFIED VOICE: Has Thor already agreed to the things on waiver?
MR. SITT: It was a condition we put in our APA.
We want to talk.
MR. DUFRAYNE: Take a break.
MR. SITT: Thank you very much.
(A BRIEF RECESS WAS HELD.)
MR. SITT: Can I ask a question? Sorry. So in the event that the (inaudible) proceed with the aggregate bid, am I right in understanding that means Fluidstack would no longer be the backup bidder on Tarbush property? You would go to the second highest aggregate bid by default?
MR. DUFRAYNE: Yeah.
MR. SITT: Okay. Thanks.
(A DISCUSSION WAS HELD OFF THE RECORD.)
(A BRIEF RECESS WAS HELD.)

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MR. DUFRAYNE: The current bid is $140,250 million.
MR. SITT: Our bid is 144 million.
MR. DUFRAYNE: That is a combined bid?
MR. GORDON: That's an aggregate bid for full -- With our bid at an increase of their $103 million portion to cover the delta?
MR. PACKMAN: They're bidding --
MR. GORDON: We can submit a joint bid our number. As a qualified bidder, we can submit a joint bid with my 36,750 combined with your hundred and --
MR. SITT: Then I'm 144 minus his.
MR. PACKMAN: First of all, let's make sure we're on the record. And second of all, let's make sure we understand -- Also could you identify yourself when you speak? Because the record is not clear who is bidding.
MR. GORDON: GigaEnergy. We have teamed up with Thor to submit a joint bid for both the Pyote and Tarbush assets, a combined bid of 36,750 from GigaEnergy for the Pyote property combined with a bid of 100 and -- they're increasing their target price to

cover.
(Overlapping.)
MR. SITT: Our joint bid is 143 million and my bid is 106,250 and your bid is 36,750.
MR. GORDON: 36,750 and 106,250,000 Between Giga and Thor.
MR. SITT: Correct.
MR. PACKMAN: Before we go forward, assuming that Hut8 decides to bid higher -- so Hut8 is bidding by themselves -- what's your anticipation of how you're going to work this going forward?
MR. GORDON: We will continue to discuss with them at -- every bid that they make, we will have to have another session with Thor.
MR. PACKMAN: Okay. So if we're going to do that, which is fine, we're going to probably -- let's say Hut8 wants to bid it. And so we already confirmed on the record what the current bid is. It's $144 million --
MR. CARTY: $143 million.
So just for the record Andrew Carty on behalf of the bidders. I'm sorry. It's 143 and so the bidding half a million, so 143,5?



UNIDENTIFIED VOICE: Yes.
MR. CARTY: We will do 143,5.
MR. SITT: We will go to 144 with us taking on the additional --
MR. PACKMAN: So now we're at 144?
UNIDENTIFIED VOICE: Yes.
MR. PACKMAN: So Thor is the balance of that?
MR. SITT: We're at 106,750.
MR. CARTY: Is the bid is 144,500? Yeah. 144,500.
MR. GENOOT: You guys are missing a million dollars here.
UNIDENTIFIED VOICE: Who is this?
MR. GENOOT: Can you guys add your numbers?
MR. CARTY: We just want to make sure that the breakdown -- the two bids are --
MR. SITT: So I will make it -- I'm going to bid now of $144 million and Giga is 36,750. So what's the difference of that?
UNIDENTIFIED VOICE: 107,250. Okay.
MR. DUFRAYNE: And so we go to 145 total, of which Giga is 36,750 and Thor -- whatever. We have to get that on the record.



What the record is now.
MR. CARTY: It's 145. We will do 145,5.
UNIDENTIFIED VOICE: Let's go on the bridge.
(A BRIEF RECESS WAS HELD.)
MR. DUFRAYNE: The prevailing bid at the moment is $145,500. That's your bid.
MR. PACKMAN: Thor, you just you need to put on the record that Thor is now bidding --
MR. SITT: Thor is now bidding on their own account as Thor, and their partner has left the bidding process.
MR. PACKMAN: Right. Giga has left the building.
MR. SITT: Thor would like to bid $146 million.
Greg and Raj, you guys on the phone? Just want to make sure you guys are here.
UNIDENTIFIED VOICE: We're here.
UNIDENTIFIED VOICE: Okay. Great.
MR. SITT: Thor bids 146.
MR. CARTY: So, for the record, Andrew Carty on behalf the Hut bidders.
Hut will bid 146 and a half.
MR. PACKMAN: Thor has bid 147.



MR. CARTY: Hut will bid 147 and a half.
MR. DUFRAYNE: Thor?
MR. SITT: 149.
MR. CARTY: 149 and a half.
MR. DUFRAYNE: Thor?
MR. SITT: 150.
MR. DUFRAYNE: Thor is at 150.
MR. CARTY: 150 and a half.
MR. DUFRAYNE: Hut8 is at 150,500.
MR. SITT: 151.
MR. DUFRAYNE: Thor is at 151.
MR. CARTY: 151 and a half.
MR. DUFRAYNE: Hut is 151,500.
MR. SITT: 152.
MR. DUFRAYNE: Thor is 152.
MR. CARTY: 152 and a half.
MR. DUFRAYNE: 152,500.
MR. SITT: 153.
MR. DUFRAYNE: Thor is at 153.
MR. CARTY: 153 and a half.
MR. DUFRAYNE: Hut8 is at 153,500.
MR. SITT: Can I request a short break?
We're going to try to keep it to around five minutes.
(A BRIEF RECESS WAS HELD.).

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MR. DUFRAYNE: The current bid is 153,500 by Hut8.
MR. SITT: 155.
MR. CARTY: Can we take a short break?
MR. DUFRAYNE: Sure.
(A BRIEF RECESS WAS HELD.)
MR. DUFRAYNE: Back on the record.
MR. SITT: Steve, are you on?
MR. PACKMAN: Give him a break.
The last version we changed, the predicament -- this just has to do with the language that I think we already addressed, which was sole and absolute discretion. I'm pretty sure that was already addressed and that came out, but I need to look at it.
MR. PACKMAN: What is it in reference to?
UNIDENTIFIED VOICE: The sole and absolute discretion. There were a couple. I think 7.2C.
UNIDENTIFIED VOICE: Was that the one that knew you posted in the amended --
MR. PACKMAN: That's correct. Somebody from the committee counsel is bringing it up. Just want to make sure.

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(A DISCUSSION WAS HELD OFF THE RECORD.)
MR. SITT: $155 million.
MR. DUFRAYNE: Hut8?
MR. CARTY: We will bid 156 subject to the modifications that we emailed debtor's counsel earlier regarding the net lot issue.
MORRIS: Can you explain the modifications that are being requested to be made?
UNIDENTIFIED VOICE: Did you circulate the modification?
MORRIS: I did. If you explain what the change means, we would appreciate that.
MR. GENOOT: I'm happy to.
MR. PACKMAN: I'm just going to read the language.
MORRIS: If you don't mind, can someone just explain what the language means so we're on the same page? Not trying to confuse anybody.
MR. PACKMAN: Go ahead.
MR. GENOOT: It's just a clarification. We think there's two areas in the current bid that contradict each other.
One is that there's 176 megawatts of

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power at the facility, and then there's another provisory here that it's 160 megawatts by 2028. So we're just removing that additional language because that has to do with the RAM schedule with the utilities to get the power, not when the power bill comes on, so we just had conditions on power approval.
MR. PACKMAN: Any questions?
MORRIS: I need to review the language. Is there a way for us to take a break and then come back on?
UNIDENTIFIED VOICE: I sent it to him. Do you want me to send it to you though?
MORRIS: Yes. If somebody could send it to me, that would be helpful. And then if you can give us 10 minutes, that would be wonderful. Is that okay?
UNIDENTIFIED VOICE: Yes.
MORRIS: Then I guess we will dial backing in at -- let's just say 9:05.
MR. PACKMAN: Okay. Thank you. That's fine.
(A BRIEF RECESS WAS HELD.)
MR. DUFRAYNE: So the debtors -- I just

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want to put on the record that the, you know, debtor, the Solivers, they're not going to agree to the requested deletion language.
You can continue bidding with or without that request. I just need you to clarify whether you are or not before -- if you've rethought it, is what I'm saying.
UNIDENTIFIED VOICE: So we will all just sit tight for a few minutes.
(A BRIEF RECESS WAS HELD.)
MR. DUFRAYNE: Morris, are you back on?
MR. BEHRMAN: Morris is on. Can you hear us?
MORRIS: I can hear you. Can you hear me?
MR. LENEY: Still waiting on one more.
MORRIS: Long day, huh?
THE WITNESS: Guys?
MR. GENOOT: We want to just clarify one of the diligence questions. Because the reason it was taking so long, we were going through all of the diligence we did pre-auction. And in one of --
MR. CARTY: This is Hut8 speaking by the way, for the court reporter.

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MR. GENOOT: Yeah. So on August 20th, there were kind of responses. We're trying to figure out why the Energy Council is not comfortable with the change, if I can get clarity expectation.

In the response, the question is what is the latest load rate communicated from Canaan. And it said June 20, 2026, 176 megawatts. The North McCamey, to The Sand Lake 3.45 kb transmission project was completed at the end of June and is currently pending approval June 2029 for 300 megawatts.

So we're trying to bridge that discrepancy of the language in the DD versus the language that Thor had in their stalking horse bid. And if the Energy Council is not willing to remove it, we are trying to understand why. And apologies if it's taking so long. We're trying to go back and do our diligence. But it seems like everything that we're looking at points to powers available there, and we need the approval. So we are trying to reconcile why there's a pushback on this language.

MORRIS: Can I jump in here? It

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seems -- and this is an objection and a statement and whatever else you want to call it. It feels like Thor has been bid up by another party who is not comfortable and who's never been comfortable with the contract that has been agreed to by the parties.

We feel a little bit taken advantage of in that sense. So we would ask, Steve, that you call all the parties on the carpet now, make the decision. But I do want to lodge an objection for the record that we believe the other party's bid was made on false pretenses thereby increasing our bid astronomically.

And so we're prepared to do this deal, as you know. We've been prepared to do this deal. And either the counter party, the other party, increases their bid, accepts the contract, or they don't.

MR. GENOOT: Correct. I'm trying to get a clarification.

MORRIS: We don't need any more clarifications. We need -- Excuse me. Excuse me. We're asking for a clarification, sir.

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MR. PACKMAN: The objection is noted. I think there was a bit of --

Hut8 had a bid of 153,5 with no contingency. So this came up when they got to 156.

MR. CARTY: Did Energy Council, prior the reasons why they were rejecting our proposed --

MR. GENOOT: We can keep going on with the bid.

MR. PACKMAN: First of all, there's two changes. And you have the ramp-up is due to closing.

MR. CARTY: That's not --

MR. PACKMAN: Well, it could happen, I guess, I suppose, if tomorrow the final approval comes through; right? But right now officially the earliest would be a separate attempt.

MR. GENOOT: Can you unpack that a little bit? December 10th is for what?

MR. PACKMAN: December 10th is the tentative date which we understand is the earliest that the final approval would be granted.

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MR. GENOOT: Right.

MR. PACKMAN: By ERCOT. And that's 300 megawatts, but it's only 176 megawatts to start.

MR. GENOOT: Correct.

MR. PACKMAN: I'm a layman at this unfortunately, but that's what it is.

All right. So we -- I mean, I'm not laughing at you. I'm just laughing at myself. So we have a buyer that has said, hey, look, if the ramp-up takes longer, meaning if the actual time which the improved energization, right, of 176 megawatts takes longer than December 10th, that's okay with us. Right?

And we had a bidder last night, Fluidstack, that asked us to change the date in that provision in December of 2027. And we said no.

So now you asking us to delete it, and the Energy Council said, yeah, that is probably an outside date. But even if we change the date, now we have to do it for Thor, and Thor is not asking us to do that.

So if you're talking about fiduciary

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duties to the estate, we have a bidder who is not asking the debtors to make that change. We're comfortable with, hey, for some reason, you get final approval for the energy but it doesn't get fully ramped up, meaning it's available but these other things have to happen, whatever they are, during December of 2028, we're okay with that.

So I don't know that I need another reason. Because that's a better deal. And it's been in there for quite some time.

So I understand Morris's point. I get his point. I'm not agreeing with it or disagreeing with it, but I get his point. So that's primarily why we're not willing to take it is we have a buyer that, not insisting on the ramp-up happening until that date. Yeah, it's an outside date. And everyone hopes that it doesn't take that long. So it's not just Energy Council. It's also --

MR. GENOOT: Has there been any other communication from TNMP? Because I think that all of the language we have seen with TNMP is that the power is available this

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year, right? Like there's no ramp to 2028.

I understand the protection. I just want to make sure that if we continue forward that there's no additional kind of -- we've received information in the diligence process that make us comfortable that the power is available. I want to make sure there's no new information that we don't know about.

But if this just, hey, if we can get the protection if Thor is willing to give it to us, why not, why would we not keep it versus there's additional information that folks know that we don't know. That's what we're trying to understand here.

MR. PACKMAN: I can't tell you today and our Energy Council and, I think, no one here today can say whether that ramp-up is going to be December 11th, April -- you know, May, June. We really don't know on that account. So it's very difficult to answer that question.

MR. GENOOT: But every communication thus far has been what we have been talking about currently.

MR. PACKMAN: What communication? You

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have to show me the communication. I'd have to look at it, I'd have to read it, and see what it actually says.

MR. GENOOT: (Inaudible) had sent an email in the data room that confirmed basically what the Q&A was answered two weeks ago, which was that the 178 is conditioned precedent on the line upgrade which was done in June of this year. I'm just confirming there's no new information outside of that.

MR. DUFRAYNE: So subsequent to that date, the government issued a proclamation that said --

MR. GENOOT: Yeah. We're very familiar with that. That we're comfortable that.

MR. DUFRAYNE: That's fine. But the 130 megawatts is captured in that governor's proclamation. So, you know, 10 days ago we received -- I'm sorry -- a week ago we received a note or we received a letter from TNMP that the 300 megawatts -- that's the total project -- the 300 megawatts is conditionally approved. And that too is written up.

MR. GENOOT: Exactly. Yeah.

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MR. DUFRAYNE: So we're now conditionally approved. There are dinks or any modifications needed to be made to the dynamic modeling. And the best information we have is that ERCOT will make a determination on accepting the ramp-up by December 10th.

MR. PACKMAN: Excepting the giving final approval on the back 300 megawatts by December 10th. That's currently our information.

The question that they're asking is why would there be additional time if the final approval is given? Let's just pick that date up.

And the answer from our Energy Council is because there could be -- there could be the other interim requirements that we don't know about that could come into play. And I have a buyer who said, yeah, we're willing to take that risk. We will push it out just in case. Nobody wants it to happen. Nobody thinks it's going to happen, so I'm repeating myself.

MR. GENOOT: Yeah. I understood. I

think we can -- I'm just confirming internally. I would like to move forward if you will give us one second. We're just confirming internally.

MR. GENOOT: In the dynamic model, that's what is pending right now; right?

MR. DUFRAYNE: No.

MR. PACKMAN: No.

MR. GENOOT: That's already been approved or that's pending?

MR. PACKMAN: There were no changes on the dynamic model. There's an audit procedure and then the final approval. So not at the moment.

MR. GENOOT: Do you have any other questions here? And I think we just make a call on our adjustment.

MR. MARTINI: Give me two seconds. The dynamic models, they have -- they had some deficiencies that were pending. That submitted the updating model but it was pending confirmation so that contradicts what they're saying just now.

MR. PACKMAN: We updated the data room.

MR. MARTINI: I see that now. Thank



you.

MR. GENOOT: Sorry, you guys. We have more room to bid. We're just trying to get along momentarily.

(A DISCUSSION WAS HELD OFF THE RECORD.)

MR. GENOOT: I just need one more person to comment internally right now.

Let's continue.

Andrew, we can remove the redline?

MR. CARTY: Andrew Carty. So our 156 bid stands. We will remove the conviction on the language change.

MR. PACKMAN: 157.

MR. DUFRAYNE: 157,5?

Morris, are you there?

MORRIS: What's the question? Sorry?

MR. SITT: We're bidding again. Bid is to us.

MORRIS: Can we have an offline call? I want to ask Steve a question.

MR. PACKMAN: Sure. Make it really quick.

MORRIS: Really quick.

UNIDENTIFIED VOICE: Because we're going to continue bidding.



(A BRIEF RECESS WAS HELD.)

MR. DUFRAYNE: The last bid was Hut8, 157,500.

MR. SITT: 169.

MR. DUFRAYNE: Thor bid 169.

MR. CARTY: We're going to continue bidding. However, we think that one of the benefits of our bid is our balance sheet. We can do this bid without any questions.

We shared our concerns articulated by my colleague about getting bid up. So from here on out, we will continue to bid, but our bids from here on are conditioned on we are not going to serve as a back-up bidder for a holistic bid.

So you can go with them if you're ready to put in a bid, but we're not going to be a backup bid from here on out. That's a condition of our bidding.

Our bids that we submitted are -- we're billing to have those as backup bids, the bids that we were just submitting with our bids here. But that's a condition to our bidding now going forward.

MR. LENEY: So you're capping your



backup bid at 157,5?

MR. CARTY: If you accept our bid, that's done.

MR. SITT: But they can't do that. That's not proper.

MR. CARTY: We are willing to continue bidding.

MORRIS: That's not what the bankruptcy order provides.

MR. DUFRAYNE: I think you would have to remain as a backup bidder if you're the second guy standing. I don't think you can do that. I have it here.

MR. CARTY: The order says what it says. I'm telling you this is what we're saying for us to continue to participate. If you're going to say no, we're not going to do that, then I have to go talk to -- I mean, I don't think I can do that.

UNIDENTIFIED VOICE: If you are going to continue bidding and get outbid --

MR. CARTY: Let me just confirm.

(A BRIEF RECESS WAS HELD.)

MR. CARTY: Andrew Carty. We will go 171.

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MR. PACKMAN: So the backup bid, that's all --
MR. CARTY: Yeah.
MR. CARTY: 163.
MR. SITT: 164.
MR. CARTY: 165.
MR. DUFRAYNE: $165 million. Thor?
MR. SITT: Thor bids 166.
MR. CARTY: Just one minute.
(A BRIEF RECESS WAS HELD.)
MR. GENOOT: Hey everybody where are we at now?
MR. DUFRAYNE: 166.
MR. GENOOT: Okay. 167.
MR. DUFRAYNE: Hut8 has bid $167 million.
MR. SITT: 168.
MR. GENOOT: 169.
MR. DUFRAYNE: Hut8 bid $169 million.
MR. SITT: 170.
MR. DUFRAYNE: Thor bid $170 million.
MR. GENOOT: Hold on one second.
(Pause.)
MR. GENOOT: What is it at right now?
MR. DUFRAYNE: 161.

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MR. GENOOT: 171.
MR. SITT: Thor bids 172.
MR. GENOOT: 173.
MR. SITT: 174.
MR. DUFRAYNE: Hut8?
MR. GENOOT: All right, Thor. You win. You got it.
MR. SITT: Thank you. One second.
MR. DUFRAYNE: So can we just confirm some numbers? So on a combined basis, Thor is the winning bidder $174 million.
As a backup, Hut8 at $173 million.
On Pyote, GigaEnergy prevailed $136,750,000.
MR. GENOOT: Hold on. Sorry. One second, guys.
MORRIS: I got cut off. It's Morris. Did we win the bid at 173?
MR. CARTY: We're at 174.
MR. DUFRAYNE: On Pyote, the winning bidder was beginning GigaEnergy at $36,750,000. And the backup bidder was DigiPower X at $36,500,000.
And on Tarbush, the winning bidder was Thor, $103 million. And the backup bidder is

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Fluidstack at $100,500,000.
MR. LENEY: You said Thor was one 103?
MR. GENOOT: Where are we at now?
UNIDENTIFIED VOICE: The top bid right now is 174.
MR. GENOOT: All right. 175.
UNIDENTIFIED VOICE: I thought we were done.
MR. GENOOT: 175. Hut8 is willing to bid 175. You didn't close the auction.
MORRIS: Come on, guys. You closed it.
MR. GENOOT: It's is 175 bid on the table right now.
MR. PACKMAN: It's putting us in a difficult position. Because we did accept. We did, subject to some documentation discussion issues with Thor which, you know, we will deal with, we did. We accepted -- that was the final bid. Your client dropped out. So I mean, what are we doing here?
MR. GENOOT: That's why I kept saying one second, one second.
UNIDENTIFIED VOICE: He clearly said "one second."
MORRIS: After it was called.

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MR. GENOOT: We can keep going. We have an overbid.
UNIDENTIFIED VOICE: Steve, please. Enough of this.
MR. CARTY: I have a problem with this.
UNIDENTIFIED VOICE: It's a better bid. It's a topping bid.
MR. PACKMAN: But what was the point of the statement, you know, "congratulations," you know.
MR. CARTY: He plainly said "hold on one second," and he picked up the phone and he went on hold. And then you guys went on and read stuff.
MR. PACKMAN: Can we read back what happened?
UNIDENTIFIED VOICE: Can we ask the reporter?
(THE REPORTER READ BACK THE REQUESTED TESTIMONY.)
(A DISCUSSION WAS HELD OFF THE RECORD.)
MR. CARTY: The auction is still open.
We have a $171-million bid on the table. I'll ask you. This is probably not appropriate, but what was that all about?

MR. CARTY: I think there was a miscommunication. And once he got the clarification one his end, he was able to put the $175 million bid in.

MR. PACKMAN: So the part about "Congratulations, you win, we should do dinner in New York," that was just a whole line of --

MR. GENOOT: I can drop in. I was trying to get hold of somebody and we couldn't. And so before getting hold of that person, that was going to be our ceiling. And as I was talking, that person called me and said, "One second, sorry."

So it's up to you guys. I mean, like, I hear what you guys are saying. We can mark a new ceiling and then we can keep on going. If you guys choose not to, I mean --

MR. FEINSTEIN: Can we consult in the committee breakout room with the committee, please?

MR. DUFRAYNE: We're going to have to.

MORRIS: Just for the record, Thor objects to reopening the bidding.

(A BRIEF RECESS WAS HELD.)



MR. DUFRAYNE: We're going to continue be auction, but your objection or protest is noted.

MR. PACKMAN: Let me just say further that that won't happen again. If you congratulate somebody on the winning bid --

MR. GENOOT: Apologies. Understood. Fully. All right.

MR. DUFRAYNE: So I think it's 175. Thor?

UNIDENTIFIED VOICE: 176.

MR. GENOOT: What was the last bid?

MR. DUFRAYNE: $176 million.

MR. GENOOT: 177.

MR. DUFRAYNE: Thor?

MR. SITT: 178.

MR. DUFRAYNE: Hut8?

MR. GENOOT: 179.

MR. DUFRAYNE: Thor?

MR. SITT: 180.

MR. DUFRAYNE: Hut8? Hut8?

MR. GENOOT: One second. I don't want to say the wrong thing again.

What's the bid right now? Can you repeat?



MR. PACKMAN: $180 million.

MR. DUFRAYNE: Hut8?

MR. GENOOT: We will not keep on going. Thank you, guys. Sorry for the earlier mixup.

MR. DUFRAYNE: The auction is closed.

UNIDENTIFIED VOICE: Can we have a roll call as to the numbers, please?

MR. DUFRAYNE: On the combined bids, Thor is winning bidder at $180 million.

Hut8 is the backup bidder at $179 million.

Pyote Energy is the prevailing bidder at $36,750,000.

DigiPower X is the backup at $36,500,000.

On Tarbush, Thor Cal is the winner at $103 million, and Fluidstack is the backup sat $100,500,000.

MR. FEINSTEIN: Just for the sake of clarity on the record, these individuals lot bids are irrelevant, right? I mean, we're talking the bulk -- the backup bulk bid, so that's interesting data, but they're not the winning bids, just to be clear.



MR. GORDON: And the deposits will be returned to those lot winners to the extent they're not; right?

MR. PACKMAN: I'm not sure if I agree with that or not.

MR. GORDON: Giga's deposit should be returned.

UNIDENTIFIED VOICE: Oh, you're back on?

MR. GORDON: Yeah. My plane got delayed. But Giga's deposit should be returned.

MR. PACKMAN: We will get back to you on that. I'm not disagreeing with you. I'm not agreeing with you. But yes. Period.

MR. GORDON: For the record, we're reserving our rights to file any motion or objection.

MR. PACKMAN: Fine. Got it.

MR. PACKMAN: So we can let the court reporter go?

Take care.

(PROCEEDINGS CONCLUDED AT 10:40 P.M.)

- - -

C E R T I F I C A T E

I Alan Peacock and Shannon P. Yost, Certified Court Reporters, do hereby certify that the foregoing is a verbatim transcript of the testimony as taken stenographically by me at the time, place, and on the date hereinfore set forth, to the best of my ability.

I DO FURTHER CERTIFY that I am neither a relative nor employee nor attorney nor counsel of any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel, and that I am not financially interested in the action.

_____ _____

SHANNON P. YOST, CCR ALAN PEACOCK, CCR

Certified Court Reporter Certified Court Reporter

Dated: 9-21-26 Dated: 9-21-26

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**EXHIBIT B**

POOLIN BANKRUPTCY AUCTION RULES/ANNOUNCEMENTS

1. **Intro.** Mike introduces himself as the CRO of the Debtors and today's approved auctioneer.

2. This is the auction of bankruptcy assets of the Debtors LSD and LST in connection with the Chapter 11 Bankruptcy Proceedings of Poolin Technology PTE Ltd, and associated debtors pending in the US Bankruptcy Court for the District of New Jersey; Case No. 26-18325, Eamonn J. O'Hagan presiding. By submitting a bid, All bidders agree without condition to the Bid Procedures Order and Bid Procedures approved by the Bankruptcy Court on August 17, 2026, and to these rules/announcements. This auction is being memorialized in a transcript being taken by Golkow Court Reporters. We have taken an attendance sheet prior to the commencement of today's auction. Anyone joining the auction after its start must identify themselves to me so that we can add you to the attendance sheet. The auction will proceed today until completed but the Debtors, in consultation with the Committee, reserve the right to adjourn or continue the auction as they may determine.

3. **Explain the auction procedures**. The auction will be conducted on an open, continuing next highest bid basis until bidding has been completed and the highest bid and next highest back up bid have been confirmed by the offering bidders and accepted by the Debtors in consultation with the Committee. Once a bid has been submitted and accepted, it is irrevocable. Each party bidding must designate one person to bid and only that person shall be permitted to make a bid for that party. All bids must be presented verbally. There will be no sealed bids, written bids, silent bids or other private bidding considered. The Debtors and the Committee have the right at any time to ask for clarification of a bid. Bidders have the right to ask for clarification of a prior bid before offering a higher bid. Breaks will be taken during the auction by announcement. In the event the Debtors, Committee or any bidder requests a pause in the auction they shall do so by request to the auctioneer and state why the pause is needed. All bid parties, the Debtors, Committee have their own private online breakout rooms. This is an online auction and, as such, each bidder representative shall with each successive bid identify themselves and the name of the bidder they are offering the bid on behalf of prior to making the bid. If anyone has technical difficulties, please let the auctioneer know immediately so that Archer can address the issue. Archer will track and memorialize each successive bid for the auctioneer. The winning bidder must deposit with Archer (or other designated depository) 5% of the total bid amount, with credit received for its prior deposit amount, in accordance with the bid procedures.

4. All bidders, including the prevailing bidders and backup bidders agree to execute all required documentation in furtherance of their bids today and as may be required by the Debtors or Court in order to bid today and obtain confirmation and approval of their bid today, at the sale hearing and in furtherance of closing on the bid transaction. The Debtors, in consultation with the Committee reserve the right to review APAs, Exhibits, supporting submissions, markups and other related documents to a bid prior to permitting

bidding today and in connection with confirming and accepting any bid as a highest and best offer or a backup bid.

5. First the Pyote assets will be offered for sale consisting of the Purchased Assets as defined in the Pyote APA; next the Tarbush assets will be offered for sale consisting of the Purchased Assets as defined in the Tarbush APA, as amended by the first amendment. All bidders on Tarbush confirm by bidding that they agree to the First Amendment to the Tarbush APA, and the attached indemnity agreement without qualification. Next the Pyote and Tarbush assets will be offered on a combined basis to bidders who qualified to bid on both sets of assets. The Baseline Bid for the Pyote assets is $16,000,000; the Baseline Bid for the Tarbush Assets is $46,000,000. Bidding on the Pyote assets will start at $$16,250,000 and subsequent overbids must exceed the existing accepted bid by no less than $250,000 per bid. Bidding on the Tarbush assets will start at $$46,500,000 and subsequent overbids must exceed the existing bid by no less than $500,000 per bid. All bids must be in cash and in US dollars unless otherwise stated. Non-cash bid components or conditional bids, may be considered at the discretion of the Debtors, in consultation with the Committee. The value of non-cash bid component or conditional bid, must be fully explained by the bidder to the auctioneer so that the Debtors, Committee and other bidders have the opportunity to understand and evaluate that component of the bid.

6. Take a break to talk to me about whether we have all required documentation from each bidder to allow bidding to commence today.

7. Bidding on the Pyote assets will commence in a moment. Does anyone have any questions prior to the start of the auction. Hearing none, we will start the bidding on Pyote at $16,250,000.

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**EXHIBIT C**

# ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** ("Agreement"), dated as of September 21, 2026 (the "Effective Date"), is made by and between LONESTAR DREAM INC., a Delaware corporation (the "Seller 1") and LONESTAR TAPROOT LLC, A Delaware Limited Liability Company (the "Seller 2" together with Seller 1, each a "Seller" and collectively, the "Sellers"), and MESQUITE FALCON LLC, a Delaware limited liability company (the "Buyer" and, together with Seller, collectively, the "Parties" and, individually, a "Party"). Capitalized terms used in this Agreement are as defined herein.

## RECITALS

**WHEREAS**, Seller was engaged in the business of, *inter alia*, crypto mining and hosting operations (the "Business") at the Pyote Property set forth below through July 10, 2026.

**WHEREAS**, Seller is the owner of that certain real property located at 3072 FM 1927, Pyote, TX 79777 in Ward County, Texas, (known as the "Pyote Property").

**WHEREAS**, Seller is the owner of certain personal property, equipment and other assets located at the Pyote Property and set forth on the **Exhibit "A"** attached hereto (together with the Pyote Property, the "Purchased Assets").

**WHEREAS**, on July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case").

**WHEREAS**, subject to Seller's receipt of any higher and better offer for the Purchased Assets (as defined herein) in accordance with the Bidding Procedures and Bidding Procedures Order, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets in accordance with this Agreement and sections 105, 363, and 365 of the Bankruptcy Code.

**WHEREAS,** the execution and delivery of this Agreement and Seller's ability to consummate the transactions set forth in this Agreement, are subject to entry of the Sale Approval Order.

**NOW THEREFORE,** in consideration of the mutual covenants, representations, warranties, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

## ARTICLE I
## SALE OF ASSETS AND REAL PROPERTY

I.1 Sale of Purchased Assets.

(a) On the Closing Date and subject to the terms and conditions and exclusions contained in this Agreement (including but not limited to Section 1.3) and subject to Permitted Liens as defined herein, each Seller will sell, transfer, convey, assign, and deliver all of Seller's right, title, and interest in and to the Purchased Assets, free and clear of any and all interests, Claims, obligations, rights, encumbrances, pledges, and liens in, against or with respect to any of the Purchased Assets or each Seller having arisen, existed or accrued prior to and through the Closing Date, whether direct or indirect, absolute or contingent, choate or inchoate, known or unknown, matured or unmatured, liquidated or unliquidated, arising or imposed by agreement, understanding, law, equity, statute or otherwise and whether arising prior to, on or after the petition sate, including claims or liabilities otherwise arising under doctrines of successor liability, *de facto* merger or substantial continuity or liabilities or obligations arising under any law or orders (collectively, "Liens").

(b) The Purchased Assets include the following assets of Seller:

(i) The Pyote Property and additional assets set forth on **Exhibit "A"** hereto;

(ii) the Power Rights associated with the Pyote Property;

(iii) all rights under those executory contracts (the "Contracts") and personal property and commercial real property leases (the "Leases") set forth on **Exhibit "B"** attached hereto. The Contracts and Leases are herein, at times, collectively referred to as the "Assumed Contracts" and, individually, as an "Assumed Contract"; provided however, that Buyer may at any time prior to Closing remove any Assumed Contracts from **Exhibit "B"**. Upon removal, such Contracts or Leases shall no longer be an Assumed Contract;

(iv) all claims under existing insurance policies to the extent such policies may provide coverage or a defense with respect to the Purchased Assets;

(v) any and all transferable federal, state, local and foreign governmental Permits, authorizations, and approvals of Seller related to the Purchased Assets;

(vi) copies of documents relating to the Purchased Assets.

I.2 Instruments of Conveyance and Transfer.

(a) Upon the Closing, Seller shall deliver to Buyer possession of the Purchased Assets and convey to Buyer clear title to all of the Purchased Assets.

(b) At the Closing, Seller shall execute and deliver to Buyer a bill of sale and such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as are reasonably necessary to transfer, convey, and assign good and marketable title to Buyer of the Purchased Assets, free and clear of any and all Liens except for Permitted Liens.

(c) At the Closing, Seller shall convey the Pyote Property to Buyer pursuant to a Special Warranty Deed ("Warranty Deed") in the form customarily used in similar transactions in Texas and approved and prepared by Buyer and such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer reasonably deems desirable to for Seller to transfer, convey, and assign its good and marketable title to the Pyote Property to Buyer, free and clear of any and all Liens except Permitted Liens.

I.3 Excluded Assets. The Purchased Assets shall exclude all assets and interests of the Seller set forth on **Exhibit "C"** hereto (collectively, the "Excluded Assets").

I.4 Assumed Liabilities. As of the Closing, Buyer shall assume, and pay when due, all Cure Costs due on the Assumed Contracts and any other liabilities of Seller which Buyer has expressly agreed in writing to assume as set forth on **Exhibit "D"** (collectively, the "Assumed Liabilities"); provided however, that Buyer may at any time prior to Closing remove any Assumed Liabilities from **Exhibit "D"**. Upon removal, such liabilities shall no longer be an Assumed Liability.

I.5 Excluded Liabilities Notwithstanding anything to the contrary in this Agreement, except for the Assumed Liabilities set forth herein, Buyer shall not assume, or become obligated in any way to pay, any of Seller's liabilities, obligations, or debts of any kind whatsoever, whether accrued, absolute, contingent, or otherwise, whether known or unknown, whether due or to become due, and regardless of when or by whom asserted, including, without limitation, to the following (collectively, the "Excluded Liabilities"):

(a) any of Seller's liabilities under this Agreement, and any other agreements (written or oral) entered into by Seller other than the Assumed Contracts.

(b) any liabilities from the Seller's business ("Business") that took place prior to the Closing;

(c) any note payable in favor of, or any other amount owed to, any of Seller's lenders or creditors;

(d) any liability of Seller with respect to any Taxes;

(e) any of Seller's liabilities (i) arising by reason of any violation or alleged violation of any federal, state, or foreign law, or any requirement of any Governmental Entity, (ii) arising by reason of any breach or alleged breach by Seller of any contract, agreement, license,

commitment, instrument, judgment, order, or decree, (iii) arising under any environmental, health, and safety laws, regulations, and/or requirements;

(f) any liability of Seller arising out of the injury to or death of any individual, or damage to or destruction of any property, whether based on negligence, breach of warranty, strict liability, enterprise liability, or any other legal or equitable theory, and arising from or related to products (or parts or components thereof) distributed or otherwise disposed of or for services performed by Seller, to the extent any of such Liabilities result from or arise out of events, facts, or circumstances occurring or existing on or prior to the Closing, notwithstanding that the date on which any Proceeding or Claim therefor is commenced or made after the Closing;

(g) any of Seller's liabilities, including legal fees and expenses, for vacation pay, sick pay, holiday pay, salary, bonuses, severance pay, workers' compensation, benefits, fringe benefits or other payments or liabilities of any kind to any current or former employee of, or any party who was hired or engaged by, Seller, or under any employee benefit or employee benefit plan, resulting from Seller's conduct before the Closing Date;

(h) any of Seller's liability for any expenses or fees related to the negotiation, preparation, approval, or execution of this Agreement or its transactions (including attorneys', accountants', and brokerage fees incurred by or charged to Seller);

(i) any of Seller's liabilities arising from conduct before the Closing, or the actions of its officers, directors, shareholders, employees, consultants, contractors, agents, or advisors; and

(j) any of Seller's other liabilities other than the Assumed Liabilities.

Seller acknowledges that it retains the Excluded Liabilities.

I.6 Purchase Price. The purchase price to be paid by Buyer to Seller for the Purchased Assets shall be Thirty-Seven Million U.S. Dollars ($37,000,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) A deposit of 7.5% of the Purchase Price in the amount of Two Million, Seven-Hundred and Seventy-Five Thousand U.S. Dollars ($2,775,000.00) (with crediting for the funds previously deposited with Seller's escrow agent, Archer & Greiner, from Buyer in the amount of $792,500.00) shall be paid by Buyer to Seller within five (5) days of signing this Agreement ("Good Faith Deposit"), to be held in an interest-bearing escrow account by Seller's counsel (the "Escrow Agent") and pursuant to an escrow agreement in form and substance reasonably acceptable to Buyer and Seller, attached hereto as **Exhibit "I"** (the "Escrow Agreement") until Closing, with the funds (including any interest earned thereon) to be applied to the Purchase Price on a dollar-for-dollar basis at Closing. The Escrow Agent shall not release, transfer, apply or otherwise dispose of the Good Faith Deposit except (i) at Closing, in accordance with joint written instructions from Buyer and Seller, (ii) pursuant to a written agreement executed by Buyer and

Seller, or (iii) pursuant to a final, non-appealable order of a court of competent jurisdiction. The Escrow Agent shall have no discretion or authority to determine entitlement to the Good Faith Deposit. All escrow fees and costs shall be borne by Seller unless otherwise agreed by the parties;

(b) The balance of the Purchase Price shall be paid by Buyer to Seller at Closing (the "Closing Payment"); and

(c) The Good Faith Deposit shall be fully refundable (with interest) as set forth herein. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of the Estate under the Bankruptcy Code, that Seller's Estate shall have no interest of any kind under Chapter 5 of the Bankruptcy Code or applicable law (equitable or otherwise) in and to the Good Faith Deposit and the Escrow Agent shall hold the Good Faith Deposit in trust in accordance with this Agreement. In the event that Buyer purchases the Purchased Assets and the sale closes, then all Good Faith Deposit payments made by Buyer pursuant to the terms of this Agreement (together with any interest earned thereon) shall be credited to and offset against the Purchase Price and paid to the credit of Seller at the Closing.

I.7 Allocation of Purchase Price. The Allocation of the Purchase Price shall be determined by the Buyer as soon as commercially practicable, but no later than one hundred and eighty (180) days after the Closing. The Parties hereby agree that they shall file all federal, state, and local Tax Returns and reports in a manner consistent with such allocation, and that neither Party will assert or maintain a position inconsistent with such allocation in any administrative or judicial proceeding, including any tax audit or tax proceeding.

I.8 Transfer Taxes. The Party that is required by applicable Law to pay any and all bulk sale, stamp, documentary, filing, recording, registration, sales, use, transfer, added-value or other non-income Tax, fee, or governmental charge imposed under applicable Law in connection with the transactions contemplated hereby (the "Transfer Taxes") shall be responsible for paying that Party's Transfer Taxes. The Party that is required by applicable Law to file any Tax Returns in connection with Transfer Taxes described in the immediately preceding sentence shall prepare and timely file such Tax Returns. Seller shall timely provide Buyer with all information and documentation reasonably requested by Buyer in connection with such Tax Returns and shall execute any documents reasonably requested by Buyer in connection therewith. Buyer shall be entitled to receive such Tax Returns and other documentation reasonably in advance of filing by the Seller, but not less than ten (10) Business Days prior to the due date of such Tax Returns, and such Tax Returns and other documentation shall be subject to Buyer's approval, which shall not be unreasonably withheld, delayed, or conditioned. Buyer and Seller shall cooperate in making, in a timely manner, all Tax Returns, filings, reports, forms and other documentation as are necessary or appropriate to comply with all applicable Laws in connection with the payment of Transfer Taxes and shall cooperate in good faith to minimize, to the fullest extent possible under such Laws, the amount of any such Transfer Taxes. Seller shall take all actions reasonably requested by Buyer to obtain any available exemption, reduction or refund of any Transfer Taxes.

I.9 Proration. All monthly payments (the "Prorated Charges") for the month in which the Closing occurs (including utility charges) shall be apportioned and prorated between Seller and Buyer as of the Closing Date with (i) Buyer bearing the expense of Buyer's proportionate share of such Prorated Charges that shall be equal to the product obtained by multiplying (A) a fraction, the numerator being the amount of the Prorated Charges and the denominator being the total number of days in the month in which the Closing occurs, times (B) the number of days following the day that immediately precedes the Closing Date and paying such amount to Seller to the extent payment for such Prorated Charges has been made by Seller prior to the Closing, and (ii) Seller bearing the remaining portion of such Prorated Charges (and paying the amounts thereof to Buyer to the extent payment for such Prorated Charges has not been previously made by Seller). Seller shall be responsible for any and all taxes and assessments, including any interest, penalties or fees, incurred prior to the Closing and any transfer taxes associated with the transfer of the Real Property to Buyer. Buyer shall be responsible for all taxes and assessments accruing after the Closing. The Closing statement to be prepared by Buyer's title company (the "Title Company") shall reflect such proration based on the most recent and available tax rate and valuation. Any other costs or expenses, if any, shall be allocated between and charged to Buyer and Seller in accordance with the Title Company's usual practices. Seller shall be responsible for the cost of the preparation and delivery of all documents to be furnished by Seller. Buyer shall be responsible for the cost of recording the deed and the cost of purchasing a title insurance policy. The Closing fee of the Title Company will be paid by Buyer. Except as set forth herein, no amounts paid or payable under or in respect of any Purchased Asset or group of Purchased Assets shall be apportioned and prorated between Seller and Buyer.

I.10 Sales Tax. Buyer shall be responsible for and pay any and all sales tax due and payable arising from the transactions contemplated by this Agreement.

I.11 Title Commitment/Survey.

(a) Within five (5) days after the Effective Date, Seller shall deliver to Buyer: (i) copies of all existing owner's and lender's title policies relating to the Pyote Property; (ii) all existing surveys of the Pyote Property; and (iii) all engineering, environmental, geotechnical, wetlands, seismic, structural, zoning and other third-party reports concerning the Pyote Property in Seller's possession or control.

(b) Buyer shall obtain a title commitment for the Pyote Property (the "Title Commitment"). Buyer may object ("Title Objection") in writing to any title matter disclosed in the Title Commitment or any amendment, update or continuation thereof through October 15, 2026. Seller shall, on or before Closing, with respect to a Title Objection, use its reasonable best efforts to remove all liens, claims, encumbrances, title defects and other title exceptions affecting the Pyote Property, excluding Permitted Liens such as mineral rights, rights of way and easements granted to public utilities and for gas or electric, including any disclosed in any update to the Title Commitment, except Permitted Liens and those Title Objections expressly approved in writing by Buyer. Notwithstanding the foregoing, Seller shall be required to cause to be released, satisfied,

and removed of record as of the Closing: (i) any title defects which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Pyote Property on or following the Effective Date (other than with the prior written approval of Buyer); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Pyote Property of a definite and ascertainable amount, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing (collectively, the "Mandatory Title Removal Items"). Buyer shall have no obligation to accept any title exception subject to a timely raised Title Objection not expressly approved by Buyer in writing.

(c) If Seller is unable or unwilling to convey title to the Pyote Property in accordance with this Agreement on or before Closing, Buyer may, at its sole option: (i) terminate this Agreement and receive the immediate return of the Good Faith Deposit, whereupon neither party shall have any further obligations hereunder except those that expressly survive termination; or (ii) waive such objection and proceed to Closing without waiving any other rights or remedies available under this Agreement or applicable law.

(d) Seller may satisfy and discharge Mandatory Title Removal Items from the proceeds of Closing, provided that the Title Company issues the Title Policy without exception for such Mandatory Title Removal Items or other title defects subject to a Title Objection.

(e) Seller shall execute and deliver all affidavits, releases, payoff letters, curative documents and other instruments reasonably required by Buyer or the Title Company to permit issuance of an owner's title insurance policy (the "Title Policy") insuring fee simple title to the Pyote Property, effective as of Closing, free and clear of all liens, claims, encumbrances and title exceptions raised by Buyer as Title Objections, other than Permitted Liens and those expressly approved herein and otherwise in writing by Buyer.

(f) If requested by Buyer, and pursuant to a Title Objection, Seller shall use commercially reasonable efforts to obtain and deliver any estoppel certificates, lien waivers, subordinations, non-disturbance agreements or other documentation relating to the Pyote Property reasonably required by Buyer or the Title Company.

(g) Notwithstanding anything herein to the contrary, Seller shall convey the Pyote Property pursuant to the Sale Approval Order free and clear of all liens, claims, interests, encumbrances and title exceptions to the fullest extent authorized under the Bankruptcy Code, except only those matters raised as Title Objections unless Permitted Liens or otherwise expressly approved herein and otherwise in writing by Buyer, with all such liens, claims and interests attaching solely to the proceeds of sale to the extent provided in the Sale Approval Order.

## ARTICLE II
## CLOSING

II.1 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place on December 15, 2026, pursuant to the Sale Approval Order (or on such other date as may be agreed by the Parties and/or ordered by the Bankruptcy Court (conditioned, if applicable, upon the Bankruptcy Court making a finding under Fed. R. Bankr. P. 6004(h)) (the "Closing Date")). Upon written notice to Buyer prior to the Closing Date, the Sellers may extend the Closing Date to January 14, 2027 (the "January Closing Date"), provided that the Purchase Price shall be reduced by $75,000. Upon written notice to Buyer prior to the January Closing Date, the Sellers may extend the Closing Date to February 13, 2027 (the "February Closing Date"), provided that the Purchase Price shall be reduced by an additional $150,000. Upon written notice to Buyer prior to the February Closing Date, the Sellers may extend the Closing Date to March 15, 2027 (the "March Closing Date"), provided that the Purchase Price shall be reduced by an additional $250,000. Unless otherwise agreed to in writing by the Parties, the Closing Date shall not extend subsequent to the March Closing Date.

II.2 Deliveries to be Made by Seller at Closing. At the Closing, Seller shall deliver the following to Buyer free and clear of Liens, except Permitted Liens, all of which shall be properly authorized and executed by Seller and acceptable to Buyer in its reasonable discretion:

(a) possession of the Purchased Assets;

(b) a bill of sale and/or such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer may deem desirable in a form reasonably satisfactory to Buyer, conveying title from Seller to Buyer to the Purchased Assets, free and clear of any and all Liens, except Permitted Liens;

(c) the Assignment and Assumption Agreement;

(d) such affidavits, certifications and other documentation evidencing the authority of the person executing the subject documents on behalf of Seller in a form acceptable to Buyer;

(e) An Owner's title affidavit (the "Title Affidavit"), affidavit of Seller's Residence ("Seller's Residence Affidavit"), Broker's affidavit ("Broker's Affidavit"), Broker's lien waiver ("Broker's Lien Waiver"), 1099-S certification ("1099-S Certification") and, if applicable, an Affidavit of Exemption from Withholding ("Exemption Affidavit") in the forms annexed hereto as **Exhibit "G-1"** and, if Seller has retained a person or entity (other than an employee of Seller) to manage the Pyote Property or any portion thereof and does not include in the Title Affidavit such certifications as the Title Company shall reasonably require to omit from the Purchaser's title policy exceptions for possible liens of the property manager, and, if applicable, a Property Manager Lien Waiver (the "Property Manager Lien Waiver") duly executed by Seller and the property manager in the form annexed hereto as **Exhibit "G-2"**.

(f) Such other documents, instruments or agreements as may be reasonably requested by Buyer or the Title Company to consummate the Closing of the Pyote Property in accordance with the terms of this Agreement;

(g) if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than any liens for *ad valorem* taxes falling due after Closing or any additional exceptions approved by Buyer in writing herein or otherwise, or as otherwise required by law (collectively, "Permitted Liens")) affecting the Purchased Assets to the maximum extent permitted by Section 363 of the Bankruptcy Code, such releases and termination statements with respect to all Liens (other than Permitted Liens) on the Purchased Assets as may be necessary and required by Buyer; provided, however, nothing herein shall obligate Buyer to proceed to Closing if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than Permitted Liens) to the maximum extent permitted by Section 363 of the Bankruptcy Code;

(h) such other documents of assignment and transfer as may be reasonably required to vest all right, title, and interest of Seller in and to the Purchased Assets in Buyer;

(i) an assignment and assumption agreement relating to the Assumed Contracts in a form reasonably satisfactory to Buyer (the "Assignment and Assumption Agreement") duly executed by Seller;

(j) resolution of the board of directors of Seller authorizing the execution and delivery of this Agreement and all documents contemplated hereby and consummation of the transaction contemplated herein;

(k) A certificate (the "Seller's Representation Update Certificate") stating that all of Seller's representations and warranties set forth in this Agreement remain true and correct in all respects at and as of Closing, except as otherwise set forth in such certificate and in the form annexed hereto as **Exhibit "H"**, subject to modifications to reflect facts and circumstances existing as of the Closing Date for reasons other than Seller's breach of this Agreement

(l) an executed certificate of Seller to the effect that, as of the Closing Date, all representations and warranties of Seller contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Seller contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date;

(m) an information reporting form for purposes of preparing an IRS Form 1099-S;

(n) such other documents as shall be reasonably requested by Buyer, its counsel or its title company in connection with the transactions contemplated by this Agreement.

II.3 Deliveries to be Made by Buyer at the Closing. At the Closing, Buyer shall deliver the following to Seller:

(a) the Closing Payment;

(b) the Assignment and Assumption Agreement;

(c) resolutions of the Buyer authorizing the execution and delivery of this Agreement and of all documents contemplated hereby and consummation of the transaction contemplated herein;

(d) an executed certificate of Buyer to the effect that, as of the Closing Date, all representations and warranties of Buyer contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Buyer contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date; and

(e) such other documents as shall be reasonably requested by Seller or its counsel in connection with the transactions contemplated by this Agreement. and closing of the sale transactions herein.

## ARTICLE III
## REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, each Seller jointly and severally hereby represents and warrants to the Buyer as of the Effective Date and as of the Closing Date, as if such representations and warranties had been made at the Closing Date, as follows:

III.1 Organization and Authority. Seller 1 is a corporation and Seller 2 is a limited liability company, and each Seller is duly organized, validly existing, and in good standing under the laws of the State of Delaware. This Agreement and Seller's execution thereof has been duly authorized by all necessary corporate action. Seller has obtained and currently maintains all qualifications to do business as a foreign entity in all other jurisdictions in which the character of Seller's properties or the nature of Seller's activities require it to be so qualified. Subject to entry of the Sale Approval Order by the Bankruptcy Court, Seller has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Seller that is enforceable in accordance with its terms.

III.2 Governmental Authorization. The execution, delivery, and performance by Seller of this Agreement requires no action by, or filing with, any governmental body, agency, or official, other than approvals of authorization by the Bankruptcy Court and

Approvals as set forth in Section 7.2(c), and all such approvals, authorizations, consents, notices and filings necessary for Seller to consummate the transactions contemplated hereby shall have been duly obtained, made or given prior to the Closing and shall be in full force and effect. No other consent, approval, authorization, order, permit or filing is required that would prevent, delay or impair Seller's ability to consummate the transactions contemplated hereby or Buyer's ownership or use of the Purchased Assets following the Closing.

III.3 No Conflict. Subject to entry of the Sale Approval Order, the execution, delivery and performance of this Agreement by Sellers do not and will not (a) violate each Seller's Organizational Documents, (b) violate any applicable Law or Order applicable to each Seller or the Purchased Assets, (c) result in any breach or default under any material Contract relating to the Purchased Assets, or (d) result in the creation of any Lien on the Purchased Assets other than Permitted Liens.

III.4 Litigation. Except as disclosed in the Bankruptcy Case or on **Exhibit "E"** there is no action, suit, proceeding, arbitration, investigation or governmental inquiry pending or, to Seller's knowledge, threatened against Seller or affecting the Purchased Assets that would reasonably be expected to materially impair the Purchased Assets or prevent or delay the consummation of the transactions contemplated hereby.

III.5 Sufficiency of and Title to the Purchased Assets. Each Seller has and, pursuant to the Sale Approval Order and upon Closing, Buyer shall acquire good, valid and marketable title in and to the Purchased Assets, free and clear of all Liens, other than Permitted Liens expressly assumed by Buyer pursuant to this Agreement. Seller has good and valid title to, or a valid and enforceable right to transfer, each of the Purchased Assets. None of the Purchased Assets is subject to any restriction on transfer or other agreement that would impair Buyer's ownership, use or enjoyment thereof following the Closing. For the avoidance of doubt, to the extent anyone asserts a fractional ownership interest in the Pyote Property, Seller shall deliver the Pyote Property to Buyer free and clear of all such Fractional Ownership Interests at Closing, unless otherwise agreed to by Buyer in writing.

III.6 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court and Approvals, there is no agreement or other instrument binding upon Sellers requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

III.7 Utilities. Seller has not received any written notice that any electrical service, power allocation, interconnection rights, utility service, water, sewer, telecommunications or other utility serving the Purchased Assets will be reduced, terminated or materially modified. To Seller’s knowledge, there exists no condition that would materially impair the transfer or continued availability of such utility rights following Closing.

III.8 Assumed Contracts. Each Seller has made available to Buyer a copy of all Assumed Contracts, together with all amendments, exhibits, attachments, waivers, or other changes thereto and, to Seller's knowledge, such copies are true, correct and complete in all material respects and constitute all documents comprising the Assumed Contracts. Sellers have not received any written notice of any material default by any party under any Assumed Contract that remains uncured, except as disclosed to Buyer in writing. Each Seller represents that it has not taken or failed to take any action that would impair its ability to assume and assign any Assumed Contract designated for assumption and assignment pursuant to this Agreement. Sellers shall use commercially reasonable efforts to obtain entry of all orders and take all actions reasonably necessary to facilitate the assumption and assignment of the Assumed Contracts designated by Buyer. Buyer acknowledges that the Bankruptcy Court may not approve assumption and assignment of all contracts designated by the Buyer hereunder provided, however, that Buyer shall not be obligated to close if the failure to assume and assign any Assumed Contract designated by Buyer would reasonably be expected to have a Material Adverse Effect on the Purchased Assets.

III.9 Certain Fees. Other than DuFrayne LLC, Seller has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement or the transactions this Agreement contemplates.

III.10 Notices of Certain Events. Sellers shall promptly notify Buyer of:

(a) Any notice or other written communication from any third-party alleging that the consent of such third-party is or may be required in connection with the consummation of the transactions contemplated by this Agreement; and

(b) Any material written communication from any governmental or regulatory agency or authority in connection with or relating to the transactions contemplated by this Agreement.

III.11 Equipment. All of Seller's equipment ("Equipment") is owned by the Sellers and, when conveyed by Sellers to Buyer, will be owned by Buyer free and clear of all Liens except Permitted Liens. The Equipment constitutes all material equipment owned by Seller and used in connection with the Purchased Assets and is in substantially the same condition as of the Effective Date, ordinary wear and tear excepted. Seller has not leased, licensed or otherwise granted any third party any right to possess or use any Equipment, except as disclosed in this Agreement or the Disclosure Schedules. Upon the Closing, Buyer shall acquire good and marketable title to the Equipment, free and clear of all Liens other than Permitted Liens, together with all warranties, guarantees and similar rights, to the extent transferable.

III.12 Permits. Sellers possess all material permits, licenses, approvals and governmental authorizations necessary for the ownership and operation of the Purchased Assets as presently conducted, and such permits are in full force and effect.

III.13 Taxes. Each Seller has timely filed (or caused to be timely filed) all material Tax Returns required to be filed with respect to the Purchased Assets and has timely paid, or will timely pay, all Taxes required to be paid by each Seller with respect to the Purchased Assets for all taxable periods ending on or before the Closing Date, other than Taxes being contested in good faith by appropriate proceedings. There are no Liens for Taxes upon any of the Purchased Assets, other than Permitted Liens arising by operation of applicable Law for Taxes not yet due and payable. Sellers have not received any written notice of any pending audit, examination or proceeding by any taxing authority relating to Taxes that would result in a Lien on, or otherwise materially adversely affect, the Purchased Assets.

III.14 Financial Information.

(a) Seller has made available to Buyer all financial statements, operating statements, utility billing records, capital expenditure information, and other financial or operating information relating to the Purchased Assets, that are in Seller's possession or control and have been requested by Buyer (collectively, the "Financial Information").

(b) To Seller's knowledge, the Financial Information delivered or made available to Buyer has been prepared in good faith from the books and records of Seller, is true, correct and complete in all material respects, and fairly presents, in all material respects, the information purported to be reflected therein for the applicable periods. Seller has not knowingly omitted any material information necessary to make the Financial Information, taken as a whole, not misleading.

(c) Since the date of the most recent Financial Information made available to Buyer, Seller has not become aware of any material adverse change in the financial condition or operation of the Purchased Assets that has not been disclosed to Buyer in writing. Seller has made available to Buyer true, correct and complete copies, in all material respects, of all books, records, utility information, correspondence, reports, contracts and other documents in Seller's possession or control relating to the Purchased Assets that have been requested by Buyer. To Seller's knowledge, such books and records accurately reflect the information they purport to contain in all material respects, and Seller has not knowingly withheld any material information relating to the Purchased Assets requested by Buyer.

III.15 Environmental Matters. Except as set forth on **Exhibit "F**" to Seller's knowledge: (a) Each Seller is, and during Seller's ownership of the Purchased Assets has been, in material compliance with all applicable Environmental Laws with respect to the Purchased Assets; (b) Seller has not received any written notice, demand, claim, request for information or other written communication from any governmental authority or third party alleging any material violation of, or material liability under, any Environmental Law with respect to the Purchased Assets that remains unresolved; (c) there has been no release, discharge, disposal or threatened release of any Hazardous Substance at, on, under or from the Purchased Assets in violation of applicable Environmental Laws that would reasonably be expected to result in material liability relating to the Purchased Assets; (d) Seller has not received any written notice of the presence of

any underground storage tanks, asbestos-containing materials, polychlorinated biphenyls or other regulated Hazardous Substances at the Purchased Assets, except as disclosed on **Exhibit "F"**; (e) Seller has obtained and is in material compliance with all material permits, licenses and other governmental authorizations required under applicable Environmental Laws with respect to the ownership and operation of the Purchased Assets; and (f) there is no pending or, to Seller's knowledge, threatened investigation, action or proceeding under any Environmental Law relating to the Purchased Assets that would reasonably be expected to result in material liability or materially impair Buyer's ownership, development or use of the Purchased Assets following the Closing. For purposes of this Agreement, "Environmental Laws" means all applicable federal, state and local Laws relating to pollution, the protection of human health or the environment, or the manufacture, generation, use, handling, storage, treatment, transportation, release or disposal of Hazardous Substances, each as amended from time to time. "Hazardous Substances" means any substance, material or waste that is regulated under any Environmental Law, excluding quantities of substances customarily used, stored or maintained in compliance with applicable Environmental Laws.

III.16 General Warranty. None of the representations or warranties contained herein by Seller, nor any exhibit, schedule, statement, or certificate furnished to or to be furnished by Seller to Buyer pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

III.17 Real Property.

(a) Except for certain fractional ownership rights which may be asserted, Seller is the sole owner of the Pyote Property and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this Agreement; for the avoidance of doubt, Seller agrees to deliver the Pyote Property to Buyer free and clear of all fractional ownership rights at Closing unless otherwise agreed to by Buyer in writing;

(b) Seller is not a "foreign person", as that term is defined for purposes of the FIRPTA;

(c) Seller has been known by no other name for the past ten years, except Lonestar Dream Inc. and Lonestar Taproot LLC;

(d) The Pyote Property is not serviced by municipal sewer and water systems. The water and electrical and other mechanical and utility systems serving the Pyote Property is, to the best of Seller's reasonable knowledge, in sound operating condition;

(e) There are no assessments, charges, paybacks, or obligations for improvements or services affecting the Pyote Property;

(f) There are no persons employed at the Pyote Property in connection with the ownership, use, operation, maintenance, repair and/or replacement of the Pyote Property who will be binding upon Buyer after the Closing;

(g) There are no collective bargaining agreements, management agreements or other employee agreements affecting the Pyote Property or which would bind Buyer after the Closing;

(h) Seller has not received any written notice of any lawsuits, tax appeals, condemnation proceedings, or environmental investigations pending or, to Seller's best knowledge, affecting the Pyote Property.

(i) Other than for the leases identified as potential Assumed Contracts, there are no leases, licenses or other occupancy and/or use agreements, written or oral, affecting the Pyote Property or any portion thereof to which Seller is a party or by which Seller or any future owner of the Pyote Property through Seller is or will be bound, and Seller has delivered a true, correct and complete copy of the Leases to Buyer prior to Buyer's execution and delivery of this Agreement.

(j) There are no contracts or agreements affecting the Pyote Property which will survive Closing and be binding upon Buyer except the Assumed Contracts and in the Title Commitment;

(k) Excluding the right of bidders to bid at bankruptcy auction on the Pyote Property and Purchased Assets, no person, firm or entity, except for the Buyer, has any rights in, or rights to purchase or acquire all, or any part of the Pyote Property, including, without limitation, a right of first refusal or option to purchase with respect thereto.

(l) Seller has not received any written notice from any governmental authority or other person claiming or alleging that the Pyote Property or any portion thereof, or any properties in the vicinity of the Pyote Property, is contaminated by hazardous materials or substances in violation of any federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. §§ 6901 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Occupational Safety and Health Act, as amended (29 U.S.C. §§ 651 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.), as amended, and any

state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

(m) There are no current or pending litigation(s), lawsuits, actions, investigations, grievances, complaints, charges, or proceedings against Seller, or with respect to the Pyote Property, either filed individually, jointly or by class, in a federal, state or municipal court, of any jurisdiction whatsoever, or before any administrative agency or arbitral tribunal, involving any federal, state or municipal labor, employment or benefits law (as those terms are most broadly defined); including, but not limited to, the National Labor Relations Act, 29 U.S.C. §§151, et seq., the Fair Labor Standards Act, 29 U.S.C. §§201, et seq., ERISA, Section 1981 through 1988 of Title 42 of the United States Code, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000(e), et seq., the Americans With Disabilities Act of 1990, 42 U.S.C. §§12101, et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. §§2601, et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, et seq., the Genetic Information Nondiscrimination Act of 2008, Uniformed Services Employment and Reemployment Rights Act, the Fair Credit Reporting Act, the Rehabilitation Act of 1973, 29 U.S.C. §§701, et seq., the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§1161, et seq., the Occupational Safety and Health Act, 29 U.S.C. §§651, et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, et seq., the federal and state Worker Adjustment and Retraining Notification Acts (collectively, the "WARN Acts") any State of Texas labor, employment, discrimination law, sexual harassment, or wage and hour law, or any other federal, state or local human rights, civil rights, wage-hour, wage-payment, pension, labor or employment-related laws, or their respective implementing laws, rules and/or regulation(s), or with respect to an alleged breach or violation of any collective bargaining agreement, union agreement, labor agreement, benefits agreement, or employment contract of any kind (as those terms are most broadly defined), or which arise under the common law or in equity (including claims for wrongful discharge or otherwise) (collectively, "Labor and Employment Laws").

III.18 Seller represents and warrants that: (i) it is not an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the "Code"), which is subject to Section 4975 of the Code; and (ii) the assets of Seller do not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Code; and (iii)(a) Seller is not a "governmental plan" within the meaning of Section 3(32) of ERISA, and the assets of Seller do not constitute plan assets of one or more such plans; or (b) transactions by or with Seller are not in violation of state statutes applicable to Seller regulating investments of and fiduciary obligations with respect to governmental plans.

III.19 Neither Seller, nor any ERISA Affiliates (as hereinafter defined) has, within the last six (6) years, made a "partial withdrawal" or a "complete withdrawal" (within the meaning of Sections 4205 and 4203 of ERISA) from any "multiemployer plan," nor incurred any liability on account of a "partial withdrawal" or a "complete withdrawal" from any "multiemployer plan", no such liability has been asserted through a "Notice of Assessment" or any similar

correspondence, and there are no events or circumstances which could result in any such partial or complete withdrawal, neither Seller, the Property Manager nor any ERISA Affiliate has incurred or could be subjected to any liability under Title IV or Section 302 of ERISA that could reasonably be expected to result in liability to the Buyer ("ERISA Affiliate" means, at any time, each trade or business (whether or not incorporated) that would, at the time, be treated together with either Seller or the Property Manager as a single employer under Title IV or Section 302 of ERISA or Sections 414(b) or 414(c) of the Code.

III.20 Seller covenants and warrants that all of the representations and warranties set forth in this Agreement shall be true and correct at, and as of, the Closing Date, but not thereafter. The covenants and agreements of the Parties that by their terms contemplate performance after the Closing (including Section 5.4 and Section 10.6) shall survive the Closing in accordance with their terms.

III.21 No Other Representations or Warranties. Other than as set forth herein, the Purchased Assets are being sold "as is," "where is," and "with all faults," and Buyer, or any ultimate highest bidder pursuant to any Auction or order of the Bankruptcy Court, hereby acknowledges and agrees that Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets. Buyer will accept the Purchased Assets "as is" and "where is" at closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF BUYER

IV.1 Organization and Authority. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. Buyer has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein and have been duly authorized by all necessary action on the part of Buyer. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Buyer that is enforceable in accordance with its terms.

IV.2 No Conflicts. The execution, delivery, and performance of this Agreement by Buyer will not (i) violate any provision of any existing law, statute, rule, regulation, or ordinance, or (ii) conflict with, result in a breach of, or constitute a default under (a) any certificate or articles of incorporation or by-laws of Buyer, (b) any order, judgment, award or decree of any court, governmental authority, bureau or agency, or (v) any mortgage, indenture, lease, contract or other agreement, or undertaking to which Buyer is a party or by which Buyer or its properties or assets may be bound.

IV.3 Investigation by Buyer. Buyer is conducting its own independent review and analysis of the Purchased Assets, the Assumed Liabilities, and the Assumed Contracts. Buyer acknowledges that it has until 10:00 a.m. September 10, 2026 ("Due Diligence

Expiration Date") to conduct such diligence as it deems necessary or appropriate in connection with the transactions contemplated hereby. Notwithstanding the foregoing, Buyer's investigation shall not limit, diminish or otherwise affect Seller's representations, warranties, covenants or obligations under this Agreement, any Seller Disclosure Schedule or any other document delivered in connection herewith. Buyer shall be entitled to rely upon the accuracy and completeness of the Seller's representations and warranties expressly set forth herein, and Seller shall remain liable for any breach thereof. Buyer shall complete its due diligence by the Due Diligence Expiration Date.

IV.4 Nothing herein shall waive or limit any rights or remedies of Buyer arising from Seller's fraud, willful misconduct, intentional misrepresentation or breach of this Agreement. Buyer is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Liabilities.

IV.5 Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending, against or, to the knowledge of Buyer, threatened against or affecting Buyer before any court or arbitrator or any governmental body, agency, or official, which in any manner challenges or seeks to prevent, enjoin, alter, or materially delay any transactions contemplated by this Agreement.

IV.6 Certain Fees. Buyer has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement.

IV.7 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court, there is no agreement or other instrument binding upon Buyer requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

IV.8 General Warranty. None of the representations or warranties contained herein by Buyer, nor any exhibit, schedule, statement, or certificate furnished or to be furnished by Buyer to Seller pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

## ARTICLE V
## COVENANTS OF SELLER AND BUYER

V.1 Efforts; Further Assurances. Seller and Buyer will use commercially reasonable efforts to take any and all actions and to do all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated in this Agreement. Seller and Buyer agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to vest marketable title to the Purchased Assets in Buyer.

V.2 Notices. If (i) Buyer becomes aware of any material breach by Seller of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Seller, or (ii) Seller becomes aware of any material breach by Buyer of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Buyer, the Party becoming aware of such breach shall promptly notify the other Party in writing, in accordance with the notice provisions of this Agreement. Upon such notice of breach, the breaching Party shall have five (5) days to cure such breach before the exercise of any remedies in connection therewith.

V.3 Pre-Closing Covenants. As material terms of this Agreement:

(a) From the Effective Date until the Closing Date, Seller will maintain the Purchased Assets in the manner consistent with its standards of maintenance prevailing immediately prior to the Effective Date and it will not commit or permit to be committed any waste or change in the condition or appearance of the Purchased Assets, or convey any other right with respect to the Purchased Assets except with the written consent and joinder of Buyer. Seller shall operate, manage and maintain the Purchased Assets in the ordinary course consistent with past practice and shall promptly notify Buyer of any material damage, casualty, condemnation, governmental action or other event affecting the Purchased Assets. Seller will keep all current insurance policies concerning the Purchased Assets in full force and effect until Closing and shall not modify, cancel, terminate or permit any lapse in coverage without Buyer's prior written consent. Buyer and Seller, or its representative, shall have the right to walk the Pyote Property the day before the Closing Date, unless otherwise waived by Buyer in writing, to confirm the condition of the Purchased Assets .

(b) Seller must not transfer any of the Purchased Assets, create any Lien on the Purchased Assets, grant any easements or rights-of-way, or enter into any contract, lease, license, agreement, commitment or other arrangement affecting the Purchased Assets or Buyer's intended use thereof, which is not cancelable on and as of the Closing Date without Buyer's prior written consent. Seller shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect Buyer's rights in or to the Purchased Assets, the value thereof, or the ability to consummate the transactions contemplated hereby.

(c) Seller shall operate, manage and maintain the Purchased Assets in the ordinary course of business consistent with past practice and shall use commercially reasonable efforts to preserve intact the Purchased Assets and the goodwill associated therewith. Seller shall not take, or omit to take,

any action that would reasonably be expected to materially impair the value of the Purchased Assets or Buyer's ability to consummate the transactions contemplated by this Agreement.

(d) Seller shall not amend, modify, terminate, renew, extend, waive any material rights under, or enter into any new Assumed Contract, or consent to any amendment, modification or termination of any Assumed Contract, without the prior written consent of Buyer.

(e) Seller shall use commercially reasonable efforts to preserve and maintain in full force and effect all permits, approvals, authorizations, licenses, utility allocations, interconnection rights, governmental approvals and other rights relating to the Purchased Assets, and shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect the transferability, availability or use thereof by Buyer following the Closing.

(f) Seller shall promptly notify Buyer in writing of (i) any material damage to or destruction of the Purchased Assets, (ii) any condemnation or threatened condemnation affecting the Purchased Assets, (iii) any written notice of violation, default, investigation or enforcement action relating to the Purchased Assets, (iv) any material claim, action or proceeding affecting the Purchased Assets, or (v) any event or circumstance that would reasonably be expected to result in a Material Adverse Effect or prevent or materially delay the consummation of the transactions contemplated hereby.

(g) Seller shall provide Buyer and its representatives with reasonable access, upon reasonable prior notice and during normal business hours, to the Purchased Assets, the Assumed Contracts, books and records, and such other information relating to the Purchased Assets as Buyer may reasonably request in connection with the transactions contemplated hereby.

(h) Seller shall use commercially reasonable efforts to obtain entry of the Bid Procedures Order and the Sale Approval Order and to satisfy all conditions to Closing within Seller's control and shall not take any action that would reasonably be expected to delay, impair or prevent the consummation of the transactions contemplated hereby.

(i) Seller shall preserve all books, records, files and other documents relating to the Purchased Assets and shall not destroy, discard or materially alter any such books, records or documents prior to the Closing, except in the ordinary course of business and in accordance with applicable Law.

(j) Seller shall not settle, compromise or release any material insurance claim, condemnation award or other claim relating to the Purchased Assets without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(k) From the Effective Date through the Closing or earlier termination of this Agreement, Seller shall preserve the Pyote Property in substantially the same condition as exists on the Effective Date, ordinary wear and tear and casualty excepted, and shall not, without the prior written consent of Buyer, which may be granted or withheld in Buyer's sole discretion:

(i) create, incur, assume or permit any lien, claim, encumbrance, easement, covenant, restriction, license or other interest affecting the Pyote Property, transfer any development or similar rights relating to the Pyote Property, or otherwise take or omit to take any action that has a material adverse effect on the Pyote Property, including title thereto;

(ii) demolish, remove, alter or materially modify any improvements located on the Pyote Property, or remove, sell, transfer or dispose of any fixtures, equipment or personal property used in connection with the Pyote Property, except for replacements of equal or greater quality made in the ordinary course of business;

(iii) enter into, amend, extend, renew, terminate or modify any lease, license, occupancy agreement or other agreement granting any possessory rights in or to the Pyote Property;

(iv) enter into, amend, terminate or modify any contract, service agreement, management agreement or other agreement affecting the ownership, operation, maintenance or use of the Pyote Property that is to be assumed by Buyer and will survive Closing;

(v) seek, permit or consent to any change in the zoning, land use designation, subdivision status, permits, entitlements or other governmental approvals affecting the Pyote Property, or voluntarily initiate or consent to any governmental action affecting the Pyote Property;

(vi) take any action, or fail to take any action, that would cause any representation or warranty of Seller contained in this Agreement to be inaccurate as of Closing or result in a breach of any covenant of Seller under this Agreement; or

(vii) settle, compromise, waive or release any claim, litigation, insurance claim, condemnation claim or other material right relating to the Pyote Property without Buyer's prior written consent, unless to clear title to the Pyote Property.

(viii) provide Buyer with copies of any material notices that Seller receives from any governmental authority or third party with respect to the Pyote Property;

(ix) advise Buyer promptly of any litigation or arbitration proceeding relating to the Pyote Property or that might affect Seller’s ability to perform its obligations under this Agreement, or notices that allege a claim that could result in such litigation.

V.4 Post-Closing Covenants. As material terms of this Agreement:

(a) Immediately upon the consummation of the Closing, the Parties agree to cooperate with one another and use all good faith efforts to take (or cause to be taken) all actions, and to do (or cause to be done) all things reasonably necessary or proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, (i) providing access and title to the Purchased Assets to Buyer; and (ii) assisting Buyer with obtaining access and control over the Purchased Assets.

V.5 Fire or Casualty.

(a) Seller shall promptly notify Buyer in writing of any fire, flood, storm, casualty or other damage affecting the Pyote Property occurring prior to Closing.

(b) If, prior to Closing, all or any portion of the Pyote Property is damaged or destroyed by fire, flood or other casualty, Buyer may, in its sole discretion, by written notice delivered to Seller at any time prior to Closing:

(i) terminate this Agreement, in which event the Good Faith Deposit shall be immediately returned to Buyer and neither party shall have any further obligations hereunder except those expressly stated to survive termination; or

(ii) proceed to Closing, in which event Seller shall assign to Buyer, at Closing, all insurance proceeds and claims relating to such casualty, transfer any insurance proceeds previously received by Seller, credit Buyer at Closing for all applicable deductibles and uninsured losses, and assign all rights, claims and causes of action arising from such casualty.

(c) Seller shall not settle, compromise or release any insurance claim relating to the Pyote Property after the Effective Date without Buyer's prior written consent.

(d) Seller shall maintain all property and casualty insurance covering the Pyote Property in full force and effect through Closing.

V.6 Condemnation.

(a) Seller shall promptly notify Buyer in writing upon learning of any pending, threatened or completed condemnation, eminent domain proceeding or conveyance in lieu of condemnation affecting all or any portion of the Pyote Property.

(b) If, prior to Closing, all or any portion of the Pyote Property becomes subject to any condemnation, eminent domain proceeding or conveyance in lieu thereof, Buyer may, in its sole discretion, by written notice delivered to Seller prior to Closing: (i) terminate this Agreement, in which event the Good Faith Deposit shall be immediately returned to Buyer and neither party shall have any further obligations hereunder except those expressly stated to survive termination; or (ii) proceed to Closing, in which event Seller shall assign to Buyer all condemnation awards,

settlement proceeds, claims, rights and causes of action relating to such condemnation or taking, whether received before or after Closing.

(c) Seller shall not settle, compromise or consent to any condemnation proceeding or conveyance in lieu thereof without Buyer's prior written consent.

(d) The provisions of this Section shall survive the Closing.

## ARTICLE VI
## BANKRUPTCY MATTERS; BIDDING PROCEDURES

VI.1 Bankruptcy Filings. Seller shall deliver or cause to be delivered to Buyer for review and comment, as soon as commercially reasonable and in any event not less than two (2) business days prior to the filing thereof, all documents to be filed on behalf of Seller with the Bankruptcy Court, including all motions, applications, petitions, schedules, and supporting papers prepared by Seller (including forms of orders and notices to interested parties) that relate to, or that may affect, the Purchased Assets or the transactions contemplated hereby. All motions, applications, petitions, schedules, and supporting papers prepared by Seller and relating to the transactions contemplated hereby or the Purchased Assets to be filed with the Bankruptcy Court on behalf of Seller must be reasonably satisfactory in form and substance to Buyer and Seller.

VI.2 Sale Approval Order. Seller and Buyer shall use commercially reasonable efforts to cooperate, assist and consult with each other to secure the entry of the Sale Approval Order following the date hereof, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes of, among others, providing necessary assurances of performance by Buyer under this Agreement and furnishing any testimony regarding the transactions contemplated hereby, including to support the good-faith nature of the negotiations leading to this Agreement.

## ARTICLE VII
## CLOSING CONDITIONS

VII.1 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Approval Order and, as of the Closing Date, the Sale Approval Order shall be in full force and effect and shall not have been stayed, vacated, or reversed. The Sale Approval Order shall be in form and substance reasonably acceptable to Buyer and shall, *inter alia*:

(i) Authorize the Seller's execution and delivery of this Agreement and approve the transactions contemplated herein;

(ii) Find that the transfer of the Purchased Assets is legal, valid, and enforceable and vests Buyer with valid title to the Purchased Assets, free and clear of all Liens (except for any Permitted Liens);

(iii) Find that the Purchase Price and other consideration provided by Buyer hereunder constitute fair and reasonable consideration for the Purchased Assets;

(iv) Provide that Buyer is a good faith purchaser of the Purchased Assets pursuant to Section 363(m) of the Bankruptcy Code and none of the grounds set forth in Section 363(n) exists with respect to the sale;

(v) Authorize Buyer to file, if desired in its discretion, terminations or cancellations of any recorded Liens (except for Permitted Liens or to the extent required by law) against the Purchased Assets and require secured parties or lienholders, where required by applicable non-bankruptcy law or requested by Buyer, to execute documents of release, cancellation or satisfaction prepared by Buyer, to be filed by Buyer to clear any Liens of record (other than Permitted Liens) from the Purchased Assets;

(vi) Approve the assumption and assignment of any Assumed Contracts and provide that upon payment of the applicable Cure Costs (or other such agreed amount) by the Buyer or Seller, as applicable, such counterparty shall not have any remaining claim against Seller, its Estate or creditors, or Buyer related to any pre-Closing default under any such Assumed Contract;

(vii) Find that Buyer has not assumed, and has no responsibility or liability for any of Seller's liabilities of any description whatsoever, including any liability of Seller with respect to any Taxes or any pre-Closing liabilities (other than Cure Costs for the Assumed Contracts or other Assumed Liability), whether known or unknown as of the Closing, whether fixed or contingent, or whether existing at the time of or arising after the Closing, including successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, alter ego, successor or transferee liability, de facto merger, mere or substantial continuation; and

(viii) Waive any stay that would otherwise be applicable pursuant to Rules 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure.[8]

(b) No injunction, stay, or similar order or decree issued by any court, tribunal or governmental entity, shall be in effect that restrains, enjoins, stays, or prohibits the consummation of the transactions contemplated by this Agreement.

VII.2 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Buyer) of the following conditions:

(a) Seller shall have performed in all material respects all of its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Seller contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

(c) Buyer shall have received written confirmation, in form and substance satisfactory to Buyer, in its reasonable discretion, of the electrical power supply available to the Pyote Property (i) in the firm allocated and available amount of not less than 54MW of electrical capacity (ii) with the applicable voltage and at the approved point of interconnection for use of such power, (iii) and is available without any known condition, restriction or third-party approval (including that of the retail electricity provider and QSE) which would materially impair the availability, allocation, or delivery of electrical service to the Pyote Property (collectively, the "Power Rights").

(d) Buyer shall have received, in form and substance reasonably satisfactory to Buyer, all governmental and third-party permits, approvals, consents, authorizations and agreements necessary ("Approvals") to transfer to Buyer the electrical power allocation and related Power Rights associated with the Pyote Property, without material reduction or restriction. All such permits, approvals, consents, authorizations, and agreements shall be in full force and effect and shall not contain any condition or limitation that would materially impair Buyer's intended use of the Approvals and associated Power Rights.

(e) Buyer waives any Title Objection pertaining to the Pyote Property based upon mineral rights (reservations, leases or other mineral rights rights), whether of record or not.

(f) Since the Effective Date, no event, change, circumstance or condition shall have occurred that has had, or would reasonably be expected to have, a Material Adverse Effect on the Purchased Assets, the utility rights associated therewith, or Buyer's intended use of the Pyote Property as an AI data center, including any material casualty, condemnation, loss of utility capacity, material governmental action or material termination of any Assumed Contract.

(g) All necessary governmental approvals, permits, authorizations, consents and filings required for the consummation of the transactions contemplated by this Agreement shall have been obtained or made and shall be in full force and effect.

(h) Other than for payment of the title premium, endorsement fees and other charges of the Title Company to be paid by Buyer, and Buyer's satisfaction of any other conditions of the Title Company to issuance of the Title Policy that can only be satisfied by Buyer, the Title Company is unconditionally committed to issuing an owner's policy of title insurance for the Pyote Property (the "Title Insurance") on such form and with such endorsements as shall be available in the State of Texas and acceptable to Buyer, insuring Buyer's title to the Pyote Property for the full amount of the Purchase Price and free of any liens or other encumbrances other than Permitted Liens and those accepted by Buyer in accordance with the terms of the Agreement.

(i) All material third-party consents required for the consummation of the transactions contemplated by this Agreement (other than those to be obtained through the Bankruptcy Court process) shall have been obtained and shall be in full force and effect.

(j) The Closing (as defined in the Tarbush Agreement) of the Tarbush Agreement shall have occurred substantially contemporaneous with the Closing hereunder.

VII.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) Buyer shall have performed in all material respects all of its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Buyer contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

## ARTICLE VIII
## TERMINATION

VIII.1 Grounds for Termination. This Agreement may be terminated at any time before Closing by:

(a) mutual written agreement of Seller and Buyer;

(b) either Buyer or Seller, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) either Buyer or Seller, if the Closing shall not have occurred on or before December 15, 2026, or such later date that is provided for herein or otherwise agreed to by the parties (the "Outside Date"); provided that a Party shall not be permitted to terminate this

Agreement pursuant to this Section if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement;

(d) Buyer, if any material condition set forth in this Agreement has not been satisfied by Seller or if the conditions of Section VII.2 have not been satisfied, and such condition is incapable of being satisfied, unless Buyer elects to waive such satisfaction;

(e) Seller, if Buyer fails to consummate the Closing in accordance with this Agreement due to Buyer's default, unless Seller elects to waive such default; provided, however, that Seller shall not be entitled to terminate this Agreement or retain the Deposit unless Buyer has failed to consummate the Closing as a result of Buyer's default under this Agreement. For the avoidance of doubt, Buyer shall be entitled to the return of the Deposit if Buyer's failure to consummate the Closing is due to Seller's breach, failure to perform, failure to satisfy a condition to Closing, or any other circumstance not caused by Buyer's default under this Agreement;

(f) Buyer, if Buyer is not the successful bidder or the backup bidder at the Auction and Seller enters into a Competing Transaction with the successful bidder or the backup bidder;

(g) Buyer, if the Bankruptcy Case is dismissed or converted to a case or cases under chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller is appointed in the Bankruptcy Case;

(h) Buyer if Seller withdraws or seeks authority to withdraw the Bidding Procedures/Sale Motion.

(i) Buyer, upon the occurrence of a material casualty or condemnation affecting the Purchased Assets.

The Party desiring to terminate this Agreement under this section shall give notice of such termination to the other Party in accordance with the notice provisions herein. Notwithstanding the foregoing, except in connection with a termination of this Agreement by Seller pursuant to Section VIII.1(e), Buyer shall be entitled to receive the Good Faith Deposit in full, and Seller shall have no right to retain, apply or otherwise claim any portion of the Good Faith Deposit.

VIII.2 Effect of Termination.

(a) If this Agreement is terminated by Buyer in accordance with Section VIII.1(d), Buyer shall be entitled to the return of the Good Faith Deposit (with interest) within three (3) business days of such termination.

(b) If this Agreement is terminated by Seller in accordance with Section VIII.1(e), Buyer shall forfeit the Good Faith Deposit and the Good Faith Deposit shall become property of Seller's Estate as liquidated damages.

(c) If this Agreement is terminated in accordance with any other subsection of Section VIII.1, such termination shall be without liability of any Party to the other Party to this Agreement, and the Good Faith Deposit (with interest) shall be returned to Buyer within three (3) business days of such termination.

## ARTICLE IX
## ASSUMPTION OF EXECUTORY CONTRACTS OF THE SELLER

IX.1 Assumed Contracts. Buyer shall be solely responsible for and shall pay or cause to be paid at or prior to Closing, all Cure Costs related to the Assumed Contracts. Buyer shall have no obligation to pay any Cure Costs except to the extent expressly set forth on Exhibit B. Seller represents and warrants that Exhibit B sets forth a complete and accurate list of all known Cure Costs for each Assumed Contract.

## ARTICLE X
## MISCELLANEOUS

X.1 Further Assurances. After the Closing Date, each Party shall execute and deliver such further documents, and perform such acts, as may be reasonably necessary to transfer and convey the Purchased Assets to Buyer on the terms contained herein, and to otherwise comply with the terms of this Agreement and to carry out the transactions provided for herein.

X.2 Notices. All notices, requests, and other communications to any Party hereunder shall be in writing, via e-mail transmission, and shall be given:

| | |
|---|---|
| If to Seller, to: | Lonestar Dream Inc. and Lonestar Taproot LLC<br>Attn: Michael DuFrayne, CRO;<br>(mdufrayne@dufraynellc.com) |
| With a copy to: | Stephen M. Packman, Esq. (spackman@archerlaw.com) |
| If to Buyer, to | Attn: Jimmy Martini<br>Hut 8 Corp.<br>777 Brickell Ave, Floor 2<br>Miami, FL 33131<br>(jimmy.martini@hut8.com) |
| With a copy to | Andrew M. Carty<br>Brown Rudnick LLP<br>Seven Times Square |

New York, NY 10036
(acarty@brownrudnick.com)

All such notices, requests, and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request, or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

X.3 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

X.4 Expenses. Except as otherwise provided herein, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal, accounting and other professional fees, whether or not the transactions contemplated hereby are consummated.

X.5 Waivers. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

X.6 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding anything to the contrary herein, Buyer shall have the right, in its sole and absolute discretion and without the prior consent of Seller, to assign this Agreement, and its rights and obligations hereunder, in whole or in part, to one or more affiliates of Buyer or to one or more designees (including, without limitation, any entity formed for the purpose of consummating the transactions contemplated hereby); provided, however, that such assignment shall not release Buyer from its obligations hereunder. Seller may not assign, in whole or in part, this Agreement or its rights hereunder without the prior written consent of Buyer.

X.7 Assumption of Risk. Seller agrees to assume the risk of loss or damage to the Purchased Assets occurring on or before the date on which title thereof is conveyed to Buyer. If, prior to its conveyance, all or any material portion of the Pyote Property is the subject of a pending or contemplated taking by eminent domain which has not been consummated or if the Pyote Property has been substantially damaged or destroyed, Seller shall notify Buyer of such fact and Buyer shall have the option to terminate this Agreement and, in the event Buyer shall elect to terminate this Agreement, the Good Faith Deposit together with all interest earned thereon shall promptly be returned to Buyer. If this Agreement is terminated and the Good Faith Deposit together with accrued interest is returned, as aforesaid, neither Party shall have any further rights or obligations hereunder. If, after receipt of Seller's notice, as aforesaid, Buyer does not exercise its option to terminate this Agreement, the Parties hereto shall remain bound hereunder and Seller

shall assign and turn over, and Buyer shall be entitled to receive and keep, all awards for the taking by eminent domain described in said notice or all insurance proceeds payable as a result of such destruction or damage and any deductible due from Seller If, prior to its conveyance, any part of the Purchased Assets which constitutes Equipment has been substantially damaged, lost or destroyed, or if there has been a material condemnation affecting the Purchased Assets, Seller shall notify Buyer of such fact and Buyer may elect to either (i) accept all insurance or condemnation proceeds payable as a result of such destruction, damage or, loss or condemnation and any deductible due from Seller or, (ii) agree to a reduction of the Purchase Price by the current mutually agreed value of the lost, damaged or destroyed Purchased Asset, or (iii) terminate this Agreement and receive the prompt return of the Good Faith Deposit (with interest).

X.8 Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of State of New York, without giving effect to the principles of conflicts of laws thereof) (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, except to the extent that such laws are superseded by the Bankruptcy Code. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court and waive any right to a jury trial regarding the same.

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR ANY ASSIGNEE THEREOF, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE.

X.9 Entire Agreement; Amendments; Counterparts. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by in writing, executed by Seller and Buyer. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties hereto shall have received a counterpart hereof signed by the other Party hereto.

X.10 Captions; Headings; Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no

presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

X.11 Parties Bound. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, successors, and permitted assigns.

X.12 Severability. Except as otherwise provided herein, if any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part or provision of this Agreement shall not render the remainder of this Agreement invalid.

X.13 Retention of Jurisdiction. ANY AND ALL DISPUTES, DISAGREEMENTS, INTERPRETATIONS, OR OTHER MATTERS CONCERNING THE FINAL CONSUMMATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE AND REMAIN IN THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, AS A RESULT THEREOF, ANY PLEADINGS, CAUSES OF ACTION OR OTHER REQUESTS FOR RELIEF MUST BE BROUGHT BEFORE SAID COURT BY THE PARTY SEEKING SUCH RELIEF.

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

**SELLER:**

**Lonestar Dream Inc.**

By: _____

Name: Kevin Pan
Title: CEO

**SELLER:**

**Lonestar Taproot LLC**

By: _____

Name: Kevin Pan
Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

**BUYER: MESQUITE FALCON LLC**

By: _____

Name:
Title:

**ANNEX I**
**CERTAIN DEFINITIONS**

"Auction" means an auction to be held by the Seller in the event higher and better bids are submitted in accordance with the Bidding Procedures.

"Bidding Procedures" means the procedures governing the proposed marketing of, auction of, and bidding for the Purchased Assets pursuant, and attached, to the Bidding Procedures Order.

"Bidding Procedures/Sale Motion" means the motion seeking entry of (i) the Bidding Procedures Order and (ii) Sale Approval Order, which shall be in form and substance reasonably satisfactory to Buyer.

"Bidding Procedures Order" means an Order of the Bankruptcy Court approving the Bidding Procedures, which shall include approval of the Breakup Fee and Expense Reimbursement., and which shall be in form and substance acceptable to Buyer in its reasonable discretion and shall include, at a minimum, customary bid protections, including: (i) a minimum initial overbid in an amount equal to the sum of the Breakup Fee, Expense Reimbursement and an initial overbid increment to be agreed by the parties; (ii) minimum subsequent overbid increments to be agreed by the parties; (iii) requirements that any competing bidder qualify as a "Qualified Bidder" (including delivery of a binding mark-up of the APA with no fewer terms or conditions, proof of financial wherewithal to close, and a non-refundable deposit at least equal to the Good Faith Deposit); (iv) restrictions on credit bidding by any party with disputed liens; (v) payment of the Breakup Fee and Expense Reimbursement on the closing of any alternative transaction with a competing bidder; and (vi) such other customary stalking horse protections as Buyer may reasonably require.

"Business Day" means any day that is not a Saturday, Sunday, or a day on which banking institutions in New York, New York are not required to be open.

"Claim" means any claim, demand, assessment, judgment, order, decree, action, cause of action, litigation, suit, investigation, or other Proceeding.

"Competing Transaction" shall mean a transaction with a bidder who has offered Seller a higher and better purchase price for the Purchased Assets to that offered by Seller, which higher and better bid is approved by order of the Bankruptcy Court.

"Cure Costs" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by Debtor and assignment to Buyer of the Assumed Contracts.

"Debtor" means Lonestar Dream, Inc. and Lonestar Taproot LLC.

"Estate" shall mean the Seller's bankruptcy estate consisting of all assets, rights and interests of the Debtor on the Petition Date in the Bankruptcy Case.

"Final Order" means an order or judgment, the operation or effect of which is not stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

"Governmental Entity" means any federal, state, local or foreign political subdivision, court, administrative agency, board, bureau, commission, or department or other governmental authority or instrumentality.

"Law" means any law, statute, treaty, rule, directive, or regulation or Order of any Governmental Entity.

"Liability" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, regardless of when asserted.

"Material Adverse Effect" means any event, change, circumstance, occurrence, effect, development or state of facts that, individually or in the aggregate, (a) has had, or would reasonably be expected to have, a material adverse effect on the Purchased Assets or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of Seller to consummate the transactions contemplated by this Agreement; *provided*, *however*, that none of the following, alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect: (i) changes in general economic, regulatory or political conditions or the financial, credit or securities markets in general (including changes in interest rates or exchange rates); (ii) changes generally affecting the industry in which the Business operates; (iii) changes in Law or GAAP (or authoritative interpretations thereof); (iv) any natural disaster, act of God, epidemic, pandemic or disease outbreak; (v) any act of terrorism, sabotage, cyberattack, military action or war; or (vi) the announcement or pendency of the transactions contemplated by this Agreement or the Bankruptcy Case; *provided*, *further*, that any event, change, circumstance, occurrence, effect, development or state of facts referred to in clauses (i) through (v) may be taken into account in determining whether a Material Adverse Effect has occurred to the extent such event, change, circumstance, occurrence, effect, development or state of facts has a disproportionate adverse effect on the Purchased Assets.

"Orders" means judgments, writs, decrees, compliance agreements, injunctions, rules, awards, settlement agreements, or orders of any Governmental Entity or arbitrator.

"Permits" means all permits, licenses, authorizations, registrations, franchises, approvals, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Entities.

"Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination, or investigation commenced, brought, conducted, or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

"Person" shall be construed broadly and shall include an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or another entity including a Governmental Entity (or any department, agency, or political subdivision thereof).

"Tarbush Agreement" means that certain Aset Purchase Agreement, dated as of September 21, 2026, by and between LONESTAR DREAM INC., a Delaware corporation, as seller, and LONESTAR TAPROOT LLC, a Delaware limited liability company, as seller, and RAPTOR BASIN LLC, a Delaware limited liability company, as buyer, executed substantially contemporaneous herewith.

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Sale Approval Order" means an order of the Bankruptcy Court in form and substance acceptable to Buyer, *inter alia*, (a) approving (i) this Agreement and the execution, delivery, and performance by Debtor of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale of the Purchased Assets to Buyer free and clear of all Liens; (iii) the assumption and assignment to Buyer of the Assumed Contracts on the terms set forth herein; and (b) determining that Buyer is a good faith purchaser.

**EXHIBIT A**
**Purchased Assets**

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| L001 | Lonestar Taproot | Land | 02/25/2022 | 02/25/2022 | | Priority Power Management LLC | 22.97 Acres in Sec 75, Block 34 Ward County |
| F002 | Lonestar Taproot | Furniture & Fixtures | 08/21/2024 | 08/21/2024 | | Fucheng Huaying Integrated Housing CO. | Steel Mobile Home |
| F003 | Lonestar Taproot | Furniture & Fixtures | 08/21/2024 | 08/21/2024 | | Fucheng Huaying Integrated Housing CO. | Steel Mobile Home |
| V001 | Lonestar Dream | Vehicles Dream | 01/18/2022 | 01/01/2022 | | | 2018 Toyota Tacoma |
| LI001 | Lonestar Taproot | Land Improvements | 03/31/2022 | 04/01/2022 | 24880 | All State Fence Company | All State Fence 6' 11 Chain Link Fence |
| LI003 | Lonestar Taproot | Land Improvements | 07/28/2022 | 08/01/2022 | 25347 | All State Fence Company | Heavy Welded Frames & Terminal & Gate Posts with Concrete |
| LI007 | Lonestar Taproot | Land Improvements | 12/31/2021 | 04/01/2022 | 2130-001 | Charis Engineering, LLC | Charis Engineering Civil, Mechanical, and Electrical Design |
| LI010 | Lonestar Taproot | Land Improvements | 12/31/2021 | 04/01/2022 | 1133 & 1159 & Change Order | Westwood Transport, LLC. | Access Road Pads |
| LI010 | Lonestar Taproot | Land Improvements | 01/31/2022 | 04/01/2022 | 1133 & 1159 & Change Order | Westwood Transport, LLC. | Access Road Pads Change Order 1 - Pyote HWY Changes and Caliche Pit Equip |
| LI011 | Lonestar Taproot | Land Improvements | 04/06/2022 | 05/01/2022 | 1201 | Westwood Transport, LLC. | Grading, Pad & Main Entrance Final Payment 30% + Change Orders |
| LI013 | Lonestar Taproot | Land Improvements | 05/23/2022 | 06/01/2022 | Change Order 10 | Westwood Transport, LLC. | Main Entrance & Electrician Road Pad |
| LI014 | Lonestar Taproot | Land Improvements | 06/02/2022 | 07/01/2022 | 1230 | Westwood Transport, LLC. | Loads of Pea Gravel Delivery & Labor |
| BD001 | Lonestar Taproot | Land Improvements | 01/31/2022 | 04/01/2022 | 20688408 | Elite Supply Partners Inc | 5" 134W 304SS Pipes Pyote |
| BD002 | Lonestar Taproot | Buildings | 03/31/2022 | 04/01/2022 | ICJE4 | Lonestar Dream Inc. | Chao Suan Pyote Site 3D Model |
| BD004 | Lonestar Taproot | Buildings | 12/31/2021 | 01/01/2022 | TG00147 | Terracon Consultants, Inc. | Terracon Consultants, Inc. Geotechnical Pyote |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| BD005 | Lonestar Taproot | Buildings | Various | 01/01/2023 | Pyote Building 1 | JNL Steel Components, Inc/Delta Overhead Doors/West Tex Field Services, LLC | Immersion Building 1 |
| BD006 | Lonestar Taproot | Buildings | Various | 01/01/2023 | Pyote Building 2 | West Tex Field Services, LLC/JNL Steel Components, Inc/Westwood Transport, LLC. | Immersion Building 2 |
| BD007 | Lonestar Taproot | Buildings | 04/06/2022 | 05/01/2022 | Change Order 1 & 2 | West Tex Field Services, LLC | Pyote Pump House & Poly Pipes (Change Order #2) |
| TF003 | Lonestar Taproot | Transformers | 02/28/2022 | 04/01/2022 | 420382 | Alamo Transformer Supply Company Inc. | 500KVA 12470Y 208Y/120 3 Phase Padmount Serial #72112393552 Installed |
| TF004 | Lonestar Taproot | Transformers | 01/25/2022 | 04/01/2022 | INV-85345 | Maddox Industrial Transformer | MT13798-S 500 kVA Padmount Transformer HV: 24940 GY 14400 LV: 480 Y 277 Installed |
| TF031 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100095 Installed in Pyote |
| TF032 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100109 Installed in Pyote |
| TF033 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100101 Installed in Pyote |
| TF034 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100102 Installed in Pyote |
| TF035 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100100 Installed in Pyote |
| TF036 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100110 Installed in Pyote |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| TF037 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100099 Installed in Pyote |
| TF038 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100096 Installed in Pyote |
| TF039 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100104 Installed in Pyote |
| TF040 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100105 Installed in Pyote |
| TF041 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100103 Installed in Pyote |
| TF042 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100112 Installed in Pyote |
| TF043 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100098 Installed in Pyote |
| TF044 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100114 Installed in Pyote |
| TF045 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100120 Installed in Pyote |
| TF046 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100134 Installed in Pyote |
| TF047 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100107 Installed in Pyote |
| TF048 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100141 Installed in Pyote |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| TF050 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100097 Installed in Pyote |
| TF051 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100123 Installed in Pyote |
| TF052 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100137 Installed in Pyote |
| TF053 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100125 Installed in Pyote |
| TF054 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100113 Installed in Pyote |
| TF055 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100106 Installed in Pyote |
| CN017 | Lonestar Taproot | Computer & Network Equipment | 03/31/2022 | 04/01/2022 | ICJE4 | Lonestar Dream Inc. | Chao Suan Cisco Network Equipment |
| CN018 | Lonestar Taproot | Computer & Network Equipment | 03/31/2022 | 04/01/2022 | ICJE4 | Lonestar Dream Inc. | Chao Suan H3C Network Equipment |
| CN020 | Lonestar Taproot | Computer & Network Equipment | 02/28/2022 | 04/01/2022 | INET0013435 | Infrastructure Networks Inc. | Infrastructure Networks Internet Installation Pyote |
| CN021 | Lonestar Taproot | Computer & Network Equipment | 08/01/2022 | 09/01/2022 | INET0015587 | Infrastructure Networks Inc. | Installation, Hardware, Fasteners, Connectors |
| CN022 | Lonestar Taproot | Computer & Network Equipment | 10/24/2022 | 11/01/2022 | IN-00062689 | FiberLight, LLC | Fiber Installation |
| TM001 | Lonestar Taproot | Tools, Machinery & Equipment | 02/16/2022 | 04/01/2022 | 22-0013 | Crane Monsters Corp | Used 2009 Grove RT700E Rough Terrain Crane |
| TM002 | Lonestar Taproot | Tools, Machinery & Equipment | 06/04/2022 | 09/01/2022 | 22-0035Tarbush | Crane Monsters Corp | Used 2009 Tadano GR600SL Crane Tarbush |
| TM003 | Lonestar Taproot | Tools, Machinery & Equipment | 03/31/2022 | 04/01/2022 | 203629654-001 | United Rentals Power & HVAC | Skytrak 10054 Power & HVAC Forklift Serial #: 0160062628 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| TM006 | Lonestar Taproot | Tools, Machinery & Equipment | 03/01/2022 | 04/01/2022 | 1209622-0001 | Texas First Rental | 100 KW (125 KWA) Tow Generator Model XQ100N Serial #: 0D4D02621 VIN:16MPF1120CD065102 |
| TM009 | Lonestar Taproot | Tools, Machinery & Equipment | 06/06/2022 | 07/01/2024 | INV0152 | CNO Technologies, LLC | Camera Installation Labor, Travel and Materials |
| TM010 | Lonestar Taproot | Tools, Machinery & Equipment | 12/01/2025 | 12/01/2025 | | Mars Dream | Forklift Huayee Model HYD20 2024 SN#HY24082231 |
| V004 | Lonestar Taproot | Vehicles Taproot | 05/31/2022 | 06/01/2022 | 03-492978 | National Storage Tank, Inc. | Nationwide Trailers 25' Low- Pro Flatdeck with Duals $15,700.22 + $1,744.47 S/N: 4P53F3425N1382655 |
| V005 | Lonestar Taproot | Vehicles Taproot | 05/31/2022 | 06/01/2022 | 09-494694 | National Storage Tank, Inc. | Nationwide Trailers Look CP,CR,7X16 Yr: 2023 S/N: 53BMTEA23PR010745 |
| V010 | Lonestar Taproot | Vehicles Taproot | 04/22/2022 | 09/01/2022 | 1K00815 | Ewald Kubota Inc. | Kubota RTV-XG850SLAS22 |
| HD041 | Lonestar Taproot | Cooling System - Hydro | 12/31/2021 | 04/01/2022 | 5964 | Elite Drillers Corporation | Pyote Water Well - Drilling of Water Well and Pump Installation |
| HD042 | Lonestar Taproot | Cooling System - Hydro | 05/27/2022 | 06/01/2022 | 6035 | Elite Drillers Corporation | Pyote Water Well - Drilling of Water Well and Pump Installation North Well |
| HD043 | Lonestar Taproot | Cooling System - Hydro | 01/13/2022 | 04/01/2022 | ECT104-18 | East Coast Tank | East Coast Tank Water Storage Tanks 39’6"D x 10’7"H |
| HD044 | Lonestar Taproot | Cooling System - Hydro | 01/13/2022 | 04/01/2022 | ECT104-18 | East Coast Tank | East Coast Tank Water Storage Tanks 39’6"D x 10’7"H |
| HD045 | Lonestar Taproot | Cooling System - Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD046 | Lonestar Taproot | Cooling System - Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD047 | Lonestar Taproot | Cooling System - Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD048 | Lonestar Taproot | Cooling System - Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD049 | Lonestar Taproot | Cooling System - Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| HD050 | Lonestar Taproot | Cooling System - Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD051 | Lonestar Taproot | Cooling System - Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD055 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD056 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD057 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD058 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD059 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD060 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD061 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD062 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD063 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD064 | Lonestar Taproot | Cooling System - Hydro | 03/31/2022 | 04/01/2022 | ICJE4 | Lonestar Dream Inc. | RO System - Chao Suan Reverse Osmosis Water Purification Equip |
| HD065 | Lonestar Taproot | Cooling System - Hydro | 06/18/2022 | 07/01/2022 | Brackish Water | WLT Trading LLC | RO System - Brackish Water System Purification & MingYaMai Water Treatment Equip $10.382.51 + WLT Logistic $27,662.12 |
| HD066 | Lonestar Taproot | Cooling System - Hydro | Various | 07/01/2022 | 1179 | Westwood Transport, LLC./LIV Consulting/ | Hydro Antboxes installation |
| HD067 | Lonestar Taproot | Cooling System - Hydro | 12/02/2022 | 02/01/2022 | CapLbrRecls | Lonestar Dream Inc. | To Allocate Capitalized Labor to the Cooling Systems |

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|---|---|---|---|---|---|---|---|
| IM001 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252869 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM002 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252870 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM003 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252871 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM004 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252872 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM005 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252873 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM006 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252874 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM007 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252875 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM008 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252876 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM009 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252877 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM010 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252878 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM011 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252879 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM012 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252880 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM013 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252881 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM014 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252882 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM015 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252883 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM016 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252884 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| IM017 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252885 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM018 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252886 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM019 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252887 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM020 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252888 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM021 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252889 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM022 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252890 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM023 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252891 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM024 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252892 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM025 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252893 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM026 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252894 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM027 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252895 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM028 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252896 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM029 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252897 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM030 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252898 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM031 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252899 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM032 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252900 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| IM033 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252901 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM034 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252902 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM035 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252903 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM036 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252904 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM037 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252905 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM038 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252906 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM039 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252907 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM040 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252908 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM041 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252909 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM042 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252910 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM043 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252911 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM044 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252912 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM045 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252913 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM046 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252914 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM047 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252915 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM048 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252916 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| IM049 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252917 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM050 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252918 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM051 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252919 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM052 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252920 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM053 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252921 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM054 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252922 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM055 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252923 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM056 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252924 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM057 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252925 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM058 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252926 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM059 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252927 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM060 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252928 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM061 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252929 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM062 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252930 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM063 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252931 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM064 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252932 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |

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|---|---|---|---|---|---|---|---|
| IM065 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252933 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM066 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252934 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM067 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252935 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM068 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252936 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM069 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252937 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM070 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252938 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM071 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252939 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM072 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252940 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM073 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252941 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM074 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252942 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM108 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-001 |
| IM109 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-002 |
| IM110 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-003 |
| IM111 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-004 |

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|---|---|---|---|---|---|---|---|
| IM112 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-005 |
| IM113 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-006 |
| IM114 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-007 |
| IM115 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-008 |
| IM116 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-009 |
| IM117 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-010 |
| IM118 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-011 |
| IM119 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-012 |
| IM120 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-013 |
| IM121 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-014 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| IM122 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-015 |
| IM123 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-016 |
| IM124 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-017 |
| IM125 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-018 |
| IM126 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-019 |
| IM127 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-020 |
| IM128 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-021 |
| IM129 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-022 |
| IM130 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-023 |
| IM131 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-024 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| IM132 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-025 |
| IM133 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-026 |
| IM134 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-027 |
| IM135 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-028 |
| IM136 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-029 |
| IM137 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-030 |
| IM138 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-031 |
| IM139 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-032 |
| IM140 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-033 |
| IM141 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-034 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| IM142 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-035 |
| IM143 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-036 |
| IM144 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-040 |
| IM145 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-041 |
| IM146 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-042 |
| IM147 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-043 |
| IM148 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-044 |
| IM149 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-045 |
| IM150 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-046 |
| IM151 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-047 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| IM152 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-048 |
| IM153 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-049 |
| IM154 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-050 |
| IM155 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-051 |
| IM156 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-052 |
| IM157 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-053 |
| IM158 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-054 |
| IM159 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-055 |
| IM160 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-056 |
| IM161 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-057 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| IM162 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-058 |
| IM163 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-059 |
| IM164 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-060 |
| IM165 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-061 |
| IM166 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-062 |
| IM167 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-063 |
| IM168 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-064 |
| IM169 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | 10/01/2023 | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-065 |
| IM170 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-066 |
| IM171 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-067 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| IM172 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-068 |
| IM173 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-069 |
| IM174 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-070 |
| IM175 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-071 |
| IM176 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-072 |
| IM177 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: JJ20240972-001 |
| IM178 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: JJ20240972-002 |
| IM179 | Lonestar Taproot | Cooling System - Immersion | 05/30/2022 | | PALLBAC21FA023 | Shanghai Foreign Trade Enterprises | Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: JJ20240972-003 |
| IM231 | Lonestar Taproot | Cooling System - Immersion | 03/31/2022 | | | Shandong Volks Air Conditioner / Chao Suan | LQJZ-700 Dry Cooler Chao Suan WK52 |
| IM232 | Lonestar Taproot | Cooling System - Immersion | 04/01/2022 | | | Shandong Volks Air Conditioner / Chao Suan | LQJZ-700 Dry Cooler Chao Suan WK53 |
| IM252 | Lonestar Taproot | Cooling System - Immersion | 08/01/2022 | 01/01/2023 | | Beijing Pin Yue | Oil Tanks - Platform |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| IM253 | Lonestar Taproot | Cooling System - Immersion | 08/01/2022 | 01/01/2023 | | Beijing Pin Yue | Oil Tanks - Platform |
| IM254 | Lonestar Taproot | Cooling System - Immersion | 08/01/2022 | 01/01/2023 | | Beijing Pin Yue | Oil Tanks - Platform |
| IM255 | Lonestar Taproot | Cooling System - Immersion | 08/01/2022 | 01/01/2023 | | Beijing Pin Yue | Oil Tanks - Platform |
| IM256 | Lonestar Taproot | Cooling System - Immersion | 08/01/2022 | 01/01/2023 | | Beijing Pin Yue | Oil Tanks - Platform |
| IM257 | Lonestar Taproot | Cooling System - Immersion | 08/01/2022 | 01/01/2023 | | Beijing Pin Yue | Oil Tanks - Platform |
| IM258 | Lonestar Taproot | Cooling System - Immersion | 08/01/2022 | 01/01/2023 | | | Immersion Cooling Pump |
| IM259 | Lonestar Taproot | Cooling System - Immersion | 02/07/2023 | 03/01/2023 | Ramp13 | | 1,040 ft- 600MCM Alum Wire, Alum wire for Immersion Building 1 |
| IM260 | Lonestar Taproot | Cooling System - Immersion | 04/01/2022 | 05/01/2022 | CapLbrRecls | Lonestar Dream Inc. | To Allocate Capitalized Labor to the Cooling Systems |
| IM291 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM292 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM293 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM294 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM295 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM296 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| IM297 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM298 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM299 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM300 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM301 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM302 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM303 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM304 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM305 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM306 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM307 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM308 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| IM309 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM310 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM311 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM312 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM313 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM314 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM315 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM316 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM317 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM318 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM319 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |
| IM320 | Lonestar Taproot | Fixed Asset Clearing | 04/30/2024 | | | Tianjin Electric Eel Technology Co., Ltd. | 60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR001 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100313 Installed Pyote |
| AIR002 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100355 Installed Pyote |
| AIR003 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100530 Installed Pyote |
| AIR004 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100606 Installed Pyote |
| AIR005 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100503 Installed Pyote |
| AIR006 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100519 Installed Pyote |
| AIR007 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100587 Installed Pyote |
| AIR008 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100376 Installed Pyote |
| AIR009 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100442 Installed Pyote |
| AIR010 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100458 Installed Pyote |
| AIR011 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100400 Installed Pyote |
| AIR012 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100490 Installed Pyote |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR013 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100416 Installed Pyote |
| AIR014 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100360 Installed Pyote |
| AIR015 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100437 Installed Pyote |
| AIR016 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100566 Installed Pyote |
| AIR017 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100329 Installed Pyote |
| AIR018 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100463 Installed Pyote |
| AIR019 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100334 Installed Pyote |
| AIR020 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100592 Installed Pyote |
| AIR021 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100545 Installed Pyote |
| AIR022 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100421 Storage Pyote |
| AIR023 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100340 Storage Pyote |
| AIR024 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100397 Storage Pyote |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR025 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100550 Storage Pyote |
| AIR026 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100571 Storage Pyote |
| AIR027 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100524 Storage Pyote |
| AIR028 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 Pyote Coms Box |
| AIR108 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 04/01/2022 | 1877 | Tungsten Construction, LLC/LIV Consulting | Setup Antboxes & Connect to the Transformers |
| AIR109 | Lonestar Taproot | Cooling System - Air | 01/31/2022 | 04/01/2022 | 13399&13433&13457 | NTACT Constructors, LTD | Stainless Air Cooler Pipes Fabrication |
| AIR138 | Lonestar Taproot | Cooling System - Air | 04/01/2022 | 02/01/2022 | CapLbrRecls | Lonestar Dream Inc. | To Allocate Capitalized Labor to the Cooling Systems |
| CIP001 | Lonestar Taproot | Construction in Progress | 02/28/2022 | 04/01/2022 | PB50401 | JNL Steel Components, Inc | Building #3 Materials |
| CT001 | Lonestar Taproot | Containers | 05/31/2022 | 06/01/2022 | HON22053101 | HK Honortrans Development LTD | 40HD Container |
| CT003 | Lonestar Taproot | Containers | 03/31/2023 | 04/01/2023 | TMPShanghaiIde | Shanghai Ide Industrial Co., Ltd | 20 Ft Container GESU 3596639 |
| CT004 | Lonestar Taproot | Containers | 03/25/2022 | 04/01/2022 | 77655 | ASC Equipment | ASC Equipment 8'x20' One Trip Containers |
| CT005 | Lonestar Taproot | Containers | 02/14/2022 | 04/01/2022 | 76744 | ASC Equipment | ASC Equipment 8'x40' Used Containers x 2 @ $6,500 |
| CT006 | Lonestar Taproot | Containers | 02/14/2022 | 04/01/2022 | 76744 | ASC Equipment | ASC Equipment 8'x40' Used Containers x 2 @ $6,500 |
| CT007 | Lonestar Taproot | Containers | 02/28/2022 | 04/01/2022 | 77184 | ASC Equipment | ASC Equipment 8'x40' Used Containers x 3 @ $6,500 |
| CT008 | Lonestar Taproot | Containers | 02/28/2022 | 04/01/2022 | 77184 | ASC Equipment | ASC Equipment 8'x40' Used Containers x 3 @ $6,500 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| CT009 | Lonestar Taproot | Containers | 02/28/2022 | 04/01/2022 | 77184 | ASC Equipment | ASC Equipment 8'x40' Used Containers x 3 @ $6,500 |
| CT010 | Lonestar Taproot | Containers | 06/03/2024 | 07/01/2024 | | Mengyue Duan | Qingdao Nuoran 40GP Used Container RMB 13,500 04.24.2024 |
| CT011 | Lonestar Taproot | Containers | 06/03/2024 | 07/01/2024 | | Mengyue Duan | Qingdao Nuoran 40HQ Used Container RMB 16,500 04.24.2024 |
| CT012 | Lonestar Taproot | Containers | 06/03/2024 | 07/01/2024 | | Mengyue Duan | Qingdao Nuoran 40HC Used Container RMB 19,500 05.21.2024 |
| CT013 | Lonestar Taproot | Containers | 06/03/2024 | 07/01/2024 | | Mengyue Duan | Qingdao Nuoran 40HQ Used Container RMB 16,500 04.24.2024 |
| CT014 | Lonestar Taproot | Containers | 06/03/2024 | 07/01/2024 | | Mengyue Duan | Qingdao Nuoran 40HQ Used Container RMB 16,500 04.24.2024 |
| CT015 | Lonestar Taproot | Containers | 06/03/2024 | 07/01/2024 | | Mengyue Duan | Qingdao Nuoran 40HQ Used Container RMB 16,500 04.24.2024 |
| CT016 | Lonestar Taproot | Containers | 06/03/2024 | 07/01/2024 | | Mengyue Duan | Qingdao Nuoran 40HQ Used Container RMB 16,500 04.24.2024 |
| CT017 | Lonestar Taproot | Containers | 07/22/2024 | 09/01/2024 | RJY-LT-202401 | Qingdao Ruijunyuan Industry Trade Ltd | Qingdao Ruijunyuan 40HC New Container Pyote |
| CT018 | Lonestar Taproot | Containers | 08/27/2024 | 09/01/2024 | LTSE20240827C | Shandong Liangtai Logistics Co., Ltd | Shandong Liangtai 20 GP Used Containers Pyote RMB 11,000 |
| CT019 | Lonestar Taproot | Containers | 08/27/2024 | 09/01/2024 | LTSE20240827C | Shandong Liangtai Logistics Co., Ltd | Shandong Liangtai 40 HQ Used Containers Pyote RMB 21,500 |
| CT020 | Lonestar Taproot | Containers | 09/23/2024 | 10/01/2024 | 20240923001 | Qingdao Jinjian Express Logistics | Qingdao Jinjian 40 HQ Used Containers Pyote |
| CT021 | Lonestar Taproot | Containers | 09/23/2024 | 10/01/2024 | 20240923001 | Qingdao Jinjian Express Logistics | Qingdao Jinjian 40 HQ Used Containers Pyote |
| CT022 | Lonestar Taproot | Containers | 09/23/2024 | 10/01/2024 | 20240923001 | Qingdao Jinjian Express Logistics | Qingdao Jinjian 40 HQ Used Containers Pyote |
| CT023 | Lonestar Taproot | Containers | 09/23/2024 | 10/01/2024 | 20240923001 | Qingdao Jinjian Express Logistics | Qingdao Jinjian 40 HQ Used Containers Pyote |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| CT024 | Lonestar Taproot | Containers | 09/23/2024 | 10/01/2024 | 20240923001 | Qingdao Jinjian Express Logistics | Qingdao Jinjian 40 HQ Used Containers Pyote |
| CT025 | Lonestar Taproot | Containers | 09/23/2024 | 10/01/2024 | 20240923001 | Qingdao Jinjian Express Logistics | Qingdao Jinjian 40 HQ Used Containers Pyote |
| CT026 | Lonestar Taproot | Containers | 02/11/2025 | 03/01/2025 | QDNR20241231-01 | Noran Qingdao Supply Chain Mgmt. Co., Ltd | 40 HQ Used Container Tarbush USDT |

**EXHIBIT B**
**Assumed Contracts**

| # | VDR section | Contract / file name | Type | Filename clues / review aid | Location |
|---|---|---|---|---|---|
| 1 | 1. Land and Lease | Pyote - Special Warranty Deed Lonestar Taproot 22.97_62.5 Acres 06.23.23 | PDF | Land deed; Pyote; 62.5 acres; dated 06.23.23 | Pyote |
| 2 | 1. Land and Lease | Pyote - Special Warranty Deed Lonestar Taproot 85.47 Acres 02.25.22 | PDF | Land deed; Pyote; 85.47 acres; dated 02.25.22 | Pyote |
| 27 | 4. Vendors | 11. Tejas Extreme Logistics LLC 01.30.26_Ongoing WO | PDF | Vendor work order; ongoing; dated 01.30.26 | Pyote |

**EXHIBIT C**
**Excluded Assets**

1. All cash and cash equivalents, wherever located.

2. All digital currency and the proceeds thereof.

3. All prepaid expenses, deposits, including Regional Electricity Providers deposits, and retainers.

4. All accounts including accounts receivable

5. The schedule of fixed assets listed in the Excel file labeled 'LDI_LDT Excluded Asset List 12/31/2025' filed in the Data Room.

6. All of Sellers' rights, interests, claims, demands, and causes of action, including but not limited to those under all contracts and leases other than Assumed and Assigned Contracts.

7. All Avoidance Actions, including without limitation, all rights, claims, and causes of action arising under or relating to Chapter 5 of Title 11 of the United States Code, including, without limitation, all avoidance actions and claims arising under Sections 502(d), 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code, and any other avoidance, recovery, or related claims or causes of action under the Bankruptcy Code, together with all proceeds, recoveries, and other rights arising therefrom.

8. All claims for and rights to receive tax refunds with respect to taxable periods or portions thereof on or prior to the Closing Date.

9. All the minute books, corporate and ownership books and record and accounting books and records of the Seller and copies of all other Books and Records necessary for Seller to administer its estate.

10. All other assets which are not purchased by a buyer.

**EXHIBIT D**
**Assumed Liabilities**

None.

**EXHIBIT E**
**Litigation Claims**

1. Gao v. Pan et al., Cause No. D-1-GN-24-003302 (98th District Court, Travis County, Texas)

2. Saturn Data LLC v. Lonestar Dream et al., Case No. 493-08827-2025 (493rd District Court, Collin County, Texas)

3. DBR Land LLC v. Lonestar Taproot LLC and Lonestar Dream Inc., Case No. P-13332-112-CV (112th District Court, Pecos County, Texas)

4. SIAC Arbitration No. 532 of 2025 (ARB532/25/ZY): Liang, Lin v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

5. SIAC Arbitration No. 245 of 2022 (ARB/245/22/ALS): Li Bei v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

**EXHIBIT F**
**Environmental Matters**

1. Phase 1 Environmental Site Assessment dated January 23, 2026

2. That certain Landowner Questionnaire dated August 5, 2026

**EXHIBIT G-1**
**Exemption Affidavit**
**(To Be Provided by Seller and Attached At Closing)**

**EXHIBIT G-2**
**Property Manager Lien Waiver**
**(To Be Provided by Seller and Attached At Closing)**

**EXHIBIT H**
**Seller's Representation Update Certificate**
**(To Be Provided by Seller and Attached At Closing)**

**EXHIBIT I**
**Escrow Agreement**

# Escrow Agreement

This Escrow Agreement ("Agreement") is entered into as of this 23rd day of September, 2026 by and among LONESTAR DREAM INC., a Delaware corporation (the "Seller 1"), and LONESTAR TAPROOT LLC, a Delaware limited liability company ("Seller 2" and together with "Seller 1", each a "Seller", collectively, "Sellers"), MESQUITE FALCON LLC, a Delaware limited liability company ("Buyer") and Archer & Greiner, P.C. ("Escrow Agent"). Any terms not defined herein shall have the meaning ascribed to it in the Purchase Agreement (as defined below).

The Seller and the Buyer intend to enter into an Asset Purchase Agreement, dated as of September 21, 2026 (the "Purchase Agreement") pursuant to which Seller intends to sell and Buyer intends to purchase certain Purchased Assets including personal property, Pyote Property, equipment and other assets located at that certain real property commonly known as and located at 3072 FM 1927, Pyote, TX 79777 in Ward County, Texas. The Seller and the Buyer desire for Escrow Agent to hold in escrow the Good Faith Deposit of $2,775,000.00 (USD) (inclusive of amounts already deposited by Buyer and held by the Escrow Agent) and to disburse the same in accordance with the terms and provisions of this Agreement.

On July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case"). Subject to Seller's receipt of any higher and better offer for the Purchased Assets (as defined in the Purchase Agreement) in accordance with the Bidding Procedures and Bidding Procedures Order, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets in accordance with the Purchase Agreement and sections 105, 363, and 365 of the Bankruptcy Code

1. Delivery of Escrow Funds; Authorization of Escrow Agent. Buyer has delivered $792,500.00 (USD) of the Good Faith Deposit to Escrow Agent via wire transfer and shall deliver the balance of the Good Faith Deposit ($1,982,500.00 (USD)) to Escrow Agent via wire transfer within five (5) days from execution of the Purchase Agreement. The Good Faith Deposit shall be held by Escrow Agent in an interest-bearing account (the "Escrow Account"). The Good Faith Deposit together with any interest accrued thereon are hereinafter collectively referred to as the "Escrow Funds".

2. Release of Escrow Funds. Escrow Agent shall disburse the Escrow Funds in accordance with the provisions of this Agreement and the Purchase Agreement. Upon receipt of joint instructions from and executed by each of Seller and Buyer or their respective attorneys, in accordance with the Purchase Agreement, the Escrow Agent shall disburse the Escrow Funds in accordance with such notice, which shall include the name of each payee, the amount to be paid to each payee and wire instructions, if any. In no event shall the Escrow Agent be required to disburse any of the Escrow Funds unless and until it has confirmed and is reasonably satisfied that they are being disbursed to the proper party pursuant to this Agreement and the Purchase Agreement. All disbursements of the Escrow Funds shall be made via check or wired funds.

3. Disagreements. In the event of a disagreement about the interpretation of this Agreement or about the duties, rights and obligations of any action contemplated by Escrow Agent under this Agreement, or if there is a dispute between Seller and Buyer regarding the Escrow Funds, or the Escrow Agent receives conflicting demands or instructions with respect thereto, Escrow Agent may withhold disbursement or delivery of the same to either Party until Escrow Agent receives either: (a) joint written instructions from Seller and Buyer with respect to the disbursement or delivery of the Escrow Funds or any part thereof; or (b) an order entered by the Bankruptcy Court directing the disbursement or delivery of the Escrow Funds or any part thereof and thirty(30) days have passed since entry of such order without further court order directing the disposition thereof. Escrow Agent shall be entitled to rely upon the decision of

such court with respect to the disposition and entitlement of the Escrow Funds. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of Seller's bankruptcy estate under the United States Bankruptcy Code, and that such estate shall have no interest of any kind, under Chapter 5 of the Bankruptcy Code or applicable law (whether equitable or otherwise), in and to the Good Faith Deposit absent Bankruptcy Court order directing to the contrary, which order has not been stayed or overturned within 30 days of entry.

4. Scope of Responsibility. Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Agreement. Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with the Purchase Agreement, this Agreement, or any other agreement. Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the other terms and conditions of the Purchase Agreement or any other instrument or document other than this Agreement, whether or not a copy thereof has been provided to Escrow Agent; and Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of the Purchase Agreement or any other instrument or document. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of Escrow Agent shall be inferred or implied from the terms of this Agreement, the Purchase Agreement, or any other agreement.

5. Reliance. Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective attorneys (including office staff). Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person or persons' authority.

6. Indemnification. The Sellers, jointly and severally, shall indemnify, defend and hold harmless Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, in-house and/or outside attorneys' fees and expenses or other professional fees and expenses which Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against Escrow Agent, arising out of or relating in any way to this Agreement, or any transaction to which this Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of Escrow Agent. The provisions of this paragraph shall survive the resignation or removal of Escrow Agent and the termination of this Agreement. In the event Escrow Agent incurs legal fees in connection with the enforcement or interpretation of any provision of this agreement or to defend against any claim or allegation that Escrow Agent breached any duty or obligation under this agreement or otherwise, then Escrow Agent shall be entitled to recover from the Sellers Escrow Agent's actual costs and expenses, including attorneys' fees, incurred by Escrow Agent in connection therewith, with interest thereon from the date incurred. For purposes hereof, costs, expenses, and attorneys' fees shall include, without limitation, the actual costs and expenses, including attorneys' fees, incurred in recovering such costs, expenses, and attorneys' fees (including, without limitation, all judgment enforcement proceedings, contempt proceedings, garnishment, levy, debtor and third-party discovery and examinations, bankruptcy proceedings, and appellate proceedings).

7. Limitation of Liability. Escrow Agent shall not be liable, directly or indirectly, for, and the Parties hereby release Escrow Agent from, any (i) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which have been finally adjudicated to have directly resulted from Escrow Agent's gross negligence or willful misconduct, or (ii) special, indirect or consequential damages or losses of any kind whatsoever (including without limitation lost profits), even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the form of action.

8. Resignation or Removal. Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove Escrow Agent by furnishing to Escrow Agent a joint written notice of Escrow Agent's removal along with payment of all fees and expenses to which the Escrow Agent is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Funds and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, Escrow Agent shall have the right, but not the obligation to (a) petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties; (b) deposit the Escrow Funds with the Clerk of the Bankruptcy Court in which any litigation relating to the Purchase Agreement is pending and/or (c) take such reasonable affirmative steps as it may, at its option, elect in order to terminate its duties as Escrow Agent, including, without limitation, the depositing of the Escrow Funds with a court of competent jurisdiction and the commencement of an action for interpleader (and the costs thereof shall be, and thereupon Depositary shall be released of and from all liability hereunder except for any previous gross negligence or willful misconduct.

9. Notices. All notices, requests, demands, and other communications required under this Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by overnight delivery with a reputable national overnight delivery service, or (iii) by registered mail or by certified mail, return receipt requested, and postage prepaid, all at the addresses set forth below. It shall be the responsibility of each of the Parties to notify Escrow Agent and the other Parties in writing of any name or address changes. Communications shall be deemed to have been given on the date received.

Notices to Seller:

Lonestar Dream Inc.
Lonestar Taproot LLC

Attn: Michael DuFrayne, CRO
Email: mdufrayne@dufraynellc.com

and a copy to:

Archer & Greiner, P.C.

Attn: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com

If to Buyer:
Attn: Jimmy Martini
Hut 8 Corp.
777 Brickell Ave, Floor 2
Miami, FL 33131
(jimmy.martini@hut8.com)

With a copy to:

Andrew M. Carty
Brown Rudnick LLP

Seven Times Square
New York, NY 10036
(acarty@brownrudnick.com)

If to Escrow Agent:

Archer & Greiner, P.C.

Attention: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com

10. Amendments. This Agreement may not be changed, modified or terminated, nor may any provision hereunder be waived, except by an instrument executed by the parties hereto.

11. Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. The exchange of copies of this agreement, any amendments hereto, any signature pages required hereunder or any other documents required or contemplated hereunder by facsimile or via email transmission in Portable Document Format (.pdf) shall constitute effective execution and delivery of same as to the parties thereto and may be used in lieu of the original documents for all purposes.

12. Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

[remainder of page intentionally left blank]

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

**SELLER:**

LONESTAR DREAM INC.

By: _____
Name: Kathy Zhang
Title: COO

LONESTAR TAPROOT LLC

By: _____
Name: Kathy Zhang
Title: COO

**BUYER:**

MESQUITE FALCON LLC

By: _____
Name:
Title:

[Signatures continue on following page]

**ESCROW AGENT:**

Archer & Greiner, P.C.

By: /s/ Stephen M Packman
Name: Stephen M. Packman
Title: Partner

# ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** ("Agreement"), dated as of September 21, 2026 (the "Effective Date"), is made by and between LONESTAR DREAM INC., a Delaware corporation (the "Seller 1") and LONESTAR TAPROOT LLC, A Delaware Limited Liability Company (the "Seller 2" together with Seller 1, each a "Seller" and collectively, the "Sellers"), and RAPTOR BASIN LLC, a Delaware limited liability company (the "Buyer" and, together with Seller, collectively, the "Parties" and, individually, a "Party"). Capitalized terms used in this Agreement are as defined herein.

## RECITALS

**WHEREAS**, Seller was engaged in the business of, *inter alia*, crypto mining and hosting operations (the "Business") at the Tarbush Property set forth below through July 10, 2026.

**WHEREAS**, Seller is the occupant of that certain real property located at 4143 US Hwy 285, Fort Stockton, TX 79735 in Pecos County, Texas, (known as the "Tarbush Property").

**WHEREAS**, Seller is the owner of certain personal property, equipment and other assets located at the Tarbush Property and set forth on the **Exhibit "A"** attached hereto (the "Purchased Assets").

**WHEREAS**, on July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case").

**WHEREAS**, subject to Seller's receipt of any higher and better offer for the Purchased Assets (as defined herein) in accordance with the Bidding Procedures and Bidding Procedures Order, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets in accordance with this Agreement and sections 105, 363, and 365 of the Bankruptcy Code.

**WHEREAS,** the execution and delivery of this Agreement and Seller's ability to consummate the transactions set forth in this Agreement, are subject to entry of the Sale Approval Order and closing of the Adjacent Property PSA.

**NOW THEREFORE,** in consideration of the mutual covenants, representations, warranties, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

## ARTICLE I
## SALE OF ASSETS

I.1 Sale of Purchased Assets.

(a) On the Closing Date and subject to the terms and conditions and exclusions contained in this Agreement (including but not limited to Section I.3) and subject to Permitted Liens as defined herein, each Seller will sell, transfer, convey, assign, and deliver all of Seller's right, title, and interest in and to the Purchased Assets, free and clear of any and all interests, Claims, obligations, rights, encumbrances, pledges, and liens in, against or with respect to any of the Purchased Assets or each Seller having arisen, existed or accrued prior to and through the Closing Date, whether direct or indirect, absolute or contingent, choate or inchoate, known or unknown, matured or unmatured, liquidated or unliquidated, arising or imposed by agreement, understanding, law, equity, statute or otherwise and whether arising prior to, on or after the petition sate, including claims or liabilities otherwise arising under doctrines of successor liability, ***de facto*** merger or substantial continuity or liabilities or obligations arising under any law or orders (collectively, "Liens").

(b) The Purchased Assets include the following assets of Seller:

(i) The assets set forth on **Exhibit "A"** hereto;

(ii) the Power Rights associated with the Tarbush Property;

(iii) all rights under those executory contracts (the "Contracts") and personal property and commercial real property leases (the "Leases") set forth on **Exhibit "B"** attached hereto. The Contracts and Leases are herein, at times, collectively referred to as the "Assumed Contracts" and, individually, as an "Assumed Contract"; provided however, that Buyer may at any time prior to Closing remove any Assumed Contracts from **Exhibit "B"**. Upon removal, such Contracts or Leases shall no longer be an Assumed Contract;

(iv) all claims under existing insurance policies to the extent such policies may provide coverage or a defense with respect to the Purchased Assets;

(v) any and all transferable federal, state, local and foreign governmental Permits, authorizations, and approvals of Seller related to the Purchased Assets;

(vi) copies of documents relating to the Purchased Assets.

I.2 Instruments of Conveyance and Transfer.

(a) Upon the Closing, Seller shall deliver to Buyer possession of the Purchased Assets and convey to Buyer clear title to all of the Purchased Assets.

(b) At the Closing, Seller shall execute and deliver to Buyer a bill of sale and such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as are reasonably necessary to transfer, convey, and assign good and marketable title to Buyer of the Purchased Assets, free and clear of any and all Liens except for Permitted Liens.

I.3 Excluded Assets.

The Purchased Assets shall exclude all assets and interests of the Seller set forth on **Exhibit "C"** hereto (collectively, the "Excluded Assets").

I.4 Assumed Liabilities. As of the Closing, Buyer shall assume, and pay when due, all Cure Costs due on the Assumed Contracts and any other liabilities of Seller which Buyer has expressly agreed in writing to assume as set forth on **Exhibit "D"** (collectively, the "Assumed Liabilities"); provided however, that Buyer may at any time prior to Closing remove any Assumed Liabilities from Exhibit "D". Upon removal, such liabilities shall no longer be an Assumed Liability.

I.5 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, except for the Assumed Liabilities set forth herein, Buyer shall not assume, or become obligated in any way to pay, any of Seller's liabilities, obligations, or debts of any kind whatsoever, whether accrued, absolute, contingent, or otherwise, whether known or unknown, whether due or to become due, and regardless of when or by whom asserted, including, without limitation, to the following (collectively, the "Excluded Liabilities"):

(a) any of Seller's liabilities under this Agreement, and any other agreements (written or oral) entered into by Seller other than the Assumed Contracts.

(b) any liabilities from the Seller's business ("Business") that took place prior to the Closing;

(c) any note payable in favor of, or any other amount owed to, any of Seller's lenders or creditors;

(d) any liability of Seller with respect to any Taxes;

(e) any of Seller's liabilities (i) arising by reason of any violation or alleged violation of any federal, state, or foreign law, or any requirement of any Governmental Entity, (ii) arising by reason of any breach or alleged breach by Seller of any contract, agreement, license, commitment, instrument, judgment, order, or decree, (iii) arising under any environmental, health, and safety laws, regulations, and/or requirements;

(f) any liability of Seller arising out of the injury to or death of any individual, or damage to or destruction of any property, whether based on negligence, breach of warranty, strict liability, enterprise liability, or any other legal or equitable theory, and arising from or related to products (or parts or components thereof) distributed or otherwise disposed of or for services performed by Seller, to the extent any of such Liabilities result from or arise out of events, facts, or circumstances occurring or existing on or prior to the Closing, notwithstanding that the date on which any Proceeding or Claim therefor is commenced or made after the Closing;

(g) any of Seller's liabilities, including legal fees and expenses, for vacation pay, sick pay, holiday pay, salary, bonuses, severance pay, workers' compensation, benefits, fringe benefits or other payments or liabilities of any kind to any current or former employee of, or any

party who was hired or engaged by, Seller, or under any employee benefit or employee benefit plan, resulting from Seller's conduct before the Closing Date;

(h) any of Seller's liability for any expenses or fees related to the negotiation, preparation, approval, or execution of this Agreement or its transactions (including attorneys', accountants', and brokerage fees incurred by or charged to Seller);

(i) any of Seller's liabilities arising from conduct before the Closing, or the actions of its officers, directors, shareholders, employees, consultants, contractors, agents, or advisors; and

(j) any of Seller's other liabilities other than the Assumed Liabilities.

Seller acknowledges that it retains the Excluded Liabilities.

I.6 Purchase Price. The purchase price to be paid by Buyer to Seller for the Purchased Assets shall be One Hundred and Three Million U.S. Dollars ($103,000,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) A deposit of 7.5% of the Purchase Price in the amount of Seven Million, Seven-Hundred and Twenty-Five Thousand Dollars ($7,725,000.00) (with crediting for the funds previously deposited with Seller's escrow agent, Archer & Greiner, from Buyer in the amount of $1,981,625.00) shall be paid by Buyer to Seller within five (5) days of signing this Agreement ("Good Faith Deposit"), to be held in an interest-bearing escrow account by Seller's counsel (the "Escrow Agent") and pursuant to an escrow agreement in form and substance reasonably acceptable to Buyer and Seller, attached hereto as **Exhibit "G"** (the "Escrow Agreement") until Closing, with the funds (including any interest earned thereon) to be applied to the Purchase Price on a dollar-for-dollar basis at Closing. The Escrow Agent shall not release, transfer, apply or otherwise dispose of the Good Faith Deposit except (i) at Closing, in accordance with joint written instructions from Buyer and Seller, (ii) pursuant to a written agreement executed by Buyer and Seller, or (iii) pursuant to a final, non-appealable order of a court of competent jurisdiction. The Escrow Agent shall have no discretion or authority to determine entitlement to the Good Faith Deposit. All escrow fees and costs shall be borne by Seller unless otherwise agreed by the parties;

(b) The balance of the Purchase Price shall be paid by Buyer to Seller at Closing (the "Closing Payment"); and

(c) The Good Faith Deposit shall be fully refundable (with interest) as set forth herein. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of the Estate under the Bankruptcy Code, that Seller's Estate shall have no interest of any kind under Chapter 5 of the Bankruptcy Code or applicable law (equitable or otherwise) in and to the Good Faith Deposit and the Escrow Agent shall hold the Good Faith Deposit in trust in accordance with this Agreement. In the event that Buyer purchases the Purchased Assets and the sale closes, then all Good Faith Deposit payments made by Buyer pursuant to the terms of this Agreement (together with any interest earned thereon) shall be credited to and offset against the Purchase Price and paid to the credit of Seller at the Closing.

I.7 Allocation of Purchase Price. The Allocation of the Purchase Price shall be determined by the Buyer as soon as commercially practicable, but no later than one hundred and eighty (180) days after the Closing. The Parties hereby agree that they shall file all federal, state, and local Tax Returns and reports in a manner consistent with such allocation, and that neither Party will assert or maintain a position inconsistent with such allocation in any administrative or judicial proceeding, including any tax audit or tax proceeding.

I.8 Transfer Taxes. The Party that is required by applicable Law to pay any and all bulk sale, stamp, documentary, filing, recording, registration, sales, use, transfer, added-value or other non-income Tax, fee, or governmental charge imposed under applicable Law in connection with the transactions contemplated hereby (the "Transfer Taxes") shall be responsible for paying that Party's Transfer Taxes. The Party that is required by applicable Law to file any Tax Returns in connection with Transfer Taxes described in the immediately preceding sentence shall prepare and timely file such Tax Returns. Seller shall timely provide Buyer with all information and documentation reasonably requested by Buyer in connection with such Tax Returns and shall execute any documents reasonably requested by Buyer in connection therewith. Buyer shall be entitled to receive such Tax Returns and other documentation reasonably in advance of filing by the Seller, but not less than ten (10) Business Days prior to the due date of such Tax Returns, and such Tax Returns and other documentation shall be subject to Buyer's approval, which shall not be unreasonably withheld, delayed, or conditioned. Buyer and Seller shall cooperate in making, in a timely manner, all Tax Returns, filings, reports, forms and other documentation as are necessary or appropriate to comply with all applicable Laws in connection with the payment of Transfer Taxes and shall cooperate in good faith to minimize, to the fullest extent possible under such Laws, the amount of any such Transfer Taxes. Seller shall take all actions reasonably requested by Buyer to obtain any available exemption, reduction or refund of any Transfer Taxes.

I.9 Proration. All monthly payments (the "Prorated Charges") for the month in which the Closing occurs (including utility charges) shall be apportioned and prorated between Seller and Buyer as of the Closing Date with (i) Buyer bearing the expense of Buyer's proportionate share of such Prorated Charges that shall be equal to the product obtained by multiplying (A) a fraction, the numerator being the amount of the Prorated Charges and the denominator being the total number of days in the month in which the Closing occurs, times (B) the number of days following the day that immediately precedes the Closing Date and paying such amount to Seller to the extent payment for such Prorated Charges has been made by Seller prior to the Closing, and (ii) Seller bearing the remaining portion of such Prorated Charges (and paying the amounts thereof to Buyer to the extent payment for such Prorated Charges has not been previously made by Seller). Seller shall be responsible for any and all taxes and assessments, including any interest, penalties or fees, incurred prior to the Closing and any transfer taxes associated with the transfer of the Real Property to Buyer. Buyer shall be responsible for all taxes and assessments accruing after the Closing. The Closing statement to be prepared by Buyer's title company (the "Title Company") shall reflect such proration based on the most recent and available tax rate and valuation. Any other costs or expenses, if any, shall be allocated between and charged to Buyer and Seller in accordance with the Title Company's usual practices. Seller shall be responsible for the cost of the preparation and delivery of all documents to be furnished by Seller. Buyer shall be responsible for the cost of recording the deed and the cost of purchasing a title insurance policy. The Closing fee of the Title Company will be paid by Buyer. Except as set forth herein, no amounts paid or payable under or

in respect of any Purchased Asset or group of Purchased Assets shall be apportioned and prorated between Seller and Buyer.

I.10 Sales Tax. Buyer shall be responsible for and pay any and all sales tax due and payable arising from the transactions contemplated by this Agreement.

## ARTICLE II CLOSING

II.1 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place on December 15, 2026, pursuant to the Sale Approval Order (or on such other date as may be agreed by the Parties and/or ordered by the Bankruptcy Court (conditioned, if applicable, upon the Bankruptcy Court making a finding under Fed. R. Bankr. P. 6004(h)) (the "Closing Date")). Upon written notice to Buyer prior to the Closing Date, the Sellers may extend the Closing Date to January 14, 2027 (the "January Closing Date"), provided that the Purchase Price shall be reduced by $175,000. Upon written notice to Buyer prior to the January Closing Date, the Sellers may extend the Closing Date to February 13, 2027 (the "February Closing Date"), provided that the Purchase Price shall be reduced by an additional $350,000. Upon written notice to Buyer prior to the February Closing Date, the Sellers may extend the Closing Date to March 15, 2027 (the "March Closing Date"), provided that the Purchase Price shall be reduced by an additional $500,000. Unless otherwise agreed in writing by the Parties, the Closing Date shall not extend subsequent to the March Closing Date.

II.2 Deliveries to be Made by Seller at Closing. At the Closing, Seller shall deliver the following to Buyer free and clear of Liens, except Permitted Liens, all of which shall be properly authorized and executed by Seller and acceptable to Buyer in its reasonable discretion:

(a) possession of the Purchased Assets;

(b) a bill of sale and/or such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer may deem desirable in a form reasonably satisfactory to Buyer, conveying title from Seller to Buyer to the Purchased Assets, free and clear of any and all Liens, except Permitted Liens;

(c) the Assignment and Assumption Agreement;

(d) such affidavits, certifications and other documentation evidencing the authority of the person executing the subject documents on behalf of Seller in a form acceptable to Buyer;

(e) if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than any liens for ***ad valorem*** taxes falling due after Closing or any additional exceptions approved by Buyer in writing herein or otherwise, or as otherwise required by law (collectively, "Permitted Liens")) affecting the Purchased Assets to the maximum extent permitted by Section 363 of the Bankruptcy Code, such releases and termination statements with respect to all Liens (other than Permitted Liens) on the Purchased Assets as may be necessary and required by Buyer; provided, however, nothing herein shall obligate Buyer to proceed to Closing if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than Permitted Liens) to the maximum extent permitted by Section 363 of the Bankruptcy Code;

(f) such other documents of assignment and transfer as may be reasonably required to vest all right, title, and interest of Seller in and to the Purchased Assets in Buyer;

(g) an assignment and assumption agreement relating to the Assumed Contracts in a form reasonably satisfactory to Buyer (the "Assignment and Assumption Agreement") duly executed by Seller;

(h) resolution of the board of directors of Seller authorizing the execution and delivery of this Agreement and all documents contemplated hereby and consummation of the transaction contemplated herein;

(i) an executed certificate of Seller to the effect that, as of the Closing Date, all representations and warranties of Seller contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Seller contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date;

(j) an information reporting form for purposes of preparing an IRS Form 1099-S;

(k) such other documents as shall be reasonably requested by Buyer or its counsel in connection with the transactions contemplated by this Agreement.

II.3 Deliveries to be Made by Buyer at the Closing. At the Closing, Buyer shall deliver the following to Seller:

(a) the Closing Payment;

(b) the Assignment and Assumption Agreement;

(c) resolutions of the Buyer authorizing the execution and delivery of this Agreement and of all documents contemplated hereby and consummation of the transaction contemplated herein;

(d) an executed certificate of Buyer to the effect that, as of the Closing Date, all representations and warranties of Buyer contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Buyer contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date; and

(e) such other documents as shall be reasonably requested by Seller or its counsel in connection with the transactions contemplated by this Agreement. and closing of the sale transactions herein.

## ARTICLE III
## REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, each Seller jointly and severally hereby represents and warrants to the Buyer as of the Effective Date and as of the Closing Date, as if such representations and warranties had been made at the Closing Date, as follows:

III.1 Organization and Authority. Seller 1 is a corporation and Seller 2 is a limited liability company, and each Seller is duly organized, validly existing, and in good standing under the laws of the State of Delaware. This Agreement and Seller's execution thereof has been duly authorized by all necessary corporate action. Seller has obtained and currently maintains all qualifications to do business as a foreign entity in all other jurisdictions in which the character of Seller's properties or the nature of Seller's activities require it to be so qualified. Subject to entry of the Sale Approval Order by the Bankruptcy Court, Seller has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Seller that is enforceable in accordance with its terms.

III.2 Governmental Authorization. The execution, delivery, and performance by Seller of this Agreement requires no action by, or filing with, any governmental body, agency, or official, other than approvals of authorization by the Bankruptcy Court and Approvals set forth in Section 7.2(e), and all such approvals, authorizations, consents, notices and filings necessary for Seller to consummate the transactions contemplated hereby shall have been duly obtained, made or given prior to the Closing and shall be in full force and effect. No other consent, approval, authorization, order, permit or filing is required that would prevent, delay or impair Seller's ability to consummate the transactions contemplated hereby or Buyer's ownership or use of the Purchased Assets following the Closing.

III.3 No Conflict. Subject to entry of the Sale Approval Order, the execution, delivery and performance of this Agreement by Sellers do not and will not (a) violate each Seller's Organizational Documents, (b) violate any applicable Law or Order applicable to each Seller or the Purchased Assets, (c) result in any breach or default under any material Contract relating to the Purchased Assets, or (d) result in the creation of any Lien on the Purchased Assets other than Permitted Liens.

III.4 Litigation. Except as disclosed in the Bankruptcy Case or on **Exhibit "E"** there is no action, suit, proceeding, arbitration, investigation or governmental inquiry pending or, to Seller's knowledge, threatened against Seller or affecting the Purchased Assets that would reasonably be expected to materially impair the Purchased Assets or prevent or delay the consummation of the transactions contemplated hereby.

III.5 Sufficiency of and Title to the Purchased Assets. Each Seller has and, pursuant to the Sale Approval Order and upon Closing, Buyer shall acquire good, valid and marketable title in and to the Purchased Assets, free and clear of all Liens, other than Permitted Liens expressly assumed by Buyer pursuant to this Agreement. Seller has good and valid title to, or a valid and enforceable right to transfer, each of the Purchased Assets. None of the Purchased

Assets is subject to any restriction on transfer or other agreement that would impair Buyer's ownership, use or enjoyment thereof following the Closing.

III.6 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court and Approvals, there is no agreement or other instrument binding upon Sellers requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

III.7 Utilities. Seller has not received any written notice that any electrical service, power allocation, interconnection rights, utility service, water, sewer, telecommunications or other utility serving the Purchased Assets will be reduced, terminated or materially modified. To Seller's knowledge, there exists no condition that would materially impair the transfer or continued availability of such utility rights following Closing.

III.8 Assumed Contracts. Each Seller has made available to Buyer a copy of all Assumed Contracts, together with all amendments, exhibits, attachments, waivers, or other changes thereto and, to Seller's knowledge, such copies are true, correct and complete in all material respects and constitute all documents comprising the Assumed Contracts. Sellers have not received any written notice of any material default by any party under any Assumed Contract that remains uncured, except as disclosed to Buyer in writing. Each Seller represents that it has not taken or failed to take any action that would impair its ability to assume and assign any Assumed Contract designated for assumption and assignment pursuant to this Agreement. Sellers shall use commercially reasonable efforts to obtain entry of all orders and take all actions reasonably necessary to facilitate the assumption and assignment of the Assumed Contracts designated by Buyer. Buyer acknowledges that the Bankruptcy Court may not approve assumption and assignment of all contracts designated by the Buyer hereunder provided, however, that Buyer shall not be obligated to close if the failure to assume and assign any Assumed Contract designated by Buyer would reasonably be expected to have a Material Adverse Effect on the Purchased Assets.

III.9 Certain Fees. Other than DuFrayne LLC and Manning Land and Manning Mineral LLC, Seller has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement or the transactions this Agreement contemplates.

III.10 Notices of Certain Events. Sellers shall promptly notify Buyer of:

(a) Any notice or other written communication from any third-party alleging that the consent of such third-party is or may be required in connection with the consummation of the transactions contemplated by this Agreement; and

(b) Any material written communication from any governmental or regulatory agency or authority in connection with or relating to the transactions contemplated by this Agreement.

III.11 Equipment. All of Seller's equipment ("Equipment") is owned by the Sellers and, when conveyed by Sellers to Buyer, will be owned by Buyer free and clear of all Liens except Permitted Liens. The Equipment constitutes all material equipment owned by Seller and used in connection with the Purchased Assets and is in substantially the same condition as of the Effective Date, ordinary wear and tear excepted. Seller has not leased, licensed or otherwise granted any third party any right to possess or use any Equipment, except as disclosed in this Agreement or the Disclosure Schedules. Upon the Closing, Buyer shall acquire good and marketable title to the Equipment, free and clear of all Liens other than Permitted Liens, together with all warranties, guarantees and similar rights, to the extent transferable.

III.12 Permits. Sellers possess all material permits, licenses, approvals and governmental authorizations necessary for the ownership and operation of the Purchased Assets as presently conducted, and such permits are in full force and effect.

III.13 Taxes. Each Seller has timely filed (or caused to be timely filed) all material Tax Returns required to be filed with respect to the Purchased Assets and has timely paid, or will timely pay, all Taxes required to be paid by each Seller with respect to the Purchased Assets for all taxable periods ending on or before the Closing Date, other than Taxes being contested in good faith by appropriate proceedings. There are no Liens for Taxes upon any of the Purchased Assets, other than Permitted Liens arising by operation of applicable Law for Taxes not yet due and payable. Sellers have not received any written notice of any pending audit, examination or proceeding by any taxing authority relating to Taxes that would result in a Lien on, or otherwise materially adversely affect, the Purchased Assets.

III.14 Financial Information.

(a) Seller has made available to Buyer all financial statements, operating statements, utility billing records, capital expenditure information, and other financial or operating information relating to the Purchased Assets, that are in Seller's possession or control and have been requested by Buyer (collectively, the "Financial Information").

(b) To Seller's knowledge, the Financial Information delivered or made available to Buyer has been prepared in good faith from the books and records of Seller, is true, correct and complete in all material respects, and fairly presents, in all material respects, the information purported to be reflected therein for the applicable periods. Seller has not knowingly omitted any material information necessary to make the Financial Information, taken as a whole, not misleading.

(c) Since the date of the most recent Financial Information made available to Buyer, Seller has not become aware of any material adverse change in the financial condition or operation of the Purchased Assets that has not been disclosed to Buyer in writing. Seller has made available to Buyer true, correct and complete copies, in all material respects, of all books, records, utility information, correspondence, reports, contracts and other documents in Seller's possession or control relating to the Purchased Assets that have been requested by Buyer. To Seller's knowledge, such books and records accurately reflect the information they purport to contain in all material respects, and Seller has not knowingly withheld any material information relating to the Purchased Assets requested by Buyer.

III.15 Environmental Matters. Except as set forth on **Exhibit "F"** to Seller's knowledge: (a) Each Seller is, and during Seller's ownership of the Purchased Assets has been, in material compliance with all applicable Environmental Laws with respect to the Purchased Assets; (b) Seller has not received any written notice, demand, claim, request for information or other written communication from any governmental authority or third party alleging any material violation of, or material liability under, any Environmental Law with respect to the Purchased Assets that remains unresolved; (c) there has been no release, discharge, disposal or threatened release of any Hazardous Substance at, on, under or from the Purchased Assets in violation of applicable Environmental Laws that would reasonably be expected to result in material liability relating to the Purchased Assets; (d) Seller has not received any written notice of the presence of any underground storage tanks, asbestos-containing materials, polychlorinated biphenyls or other regulated Hazardous Substances at the Purchased Assets, except as disclosed on **Exhibit "F"**; (e) Seller has obtained and is in material compliance with all material permits, licenses and other governmental authorizations required under applicable Environmental Laws with respect to the ownership and operation of the Purchased Assets; and (f) there is no pending or, to Seller's knowledge, threatened investigation, action or proceeding under any Environmental Law relating to the Purchased Assets that would reasonably be expected to result in material liability or materially impair Buyer's ownership, development or use of the Purchased Assets following the Closing. For purposes of this Agreement, "Environmental Laws" means all applicable federal, state and local Laws relating to pollution, the protection of human health or the environment, or the manufacture, generation, use, handling, storage, treatment, transportation, release or disposal of Hazardous Substances, each as amended from time to time. "Hazardous Substances" means any substance, material or waste that is regulated under any Environmental Law, excluding quantities of substances customarily used, stored or maintained in compliance with applicable Environmental Laws.

III.16 General Warranty. None of the representations or warranties contained herein by Seller, nor any exhibit, schedule, statement, or certificate furnished to or to be furnished by Seller to Buyer pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

III.17 Seller represents and warrants that: (i) it is not an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the "Code"), which is subject to Section 4975 of the Code; and (ii) the assets of Seller do not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Code; and (iii)(a) Seller is not a "governmental plan" within the meaning of Section 3(32) of ERISA, and the assets of Seller do not constitute plan assets of one or more such plans; or (b) transactions by or with Seller are not in violation of state statutes applicable to Seller regulating investments of and fiduciary obligations with respect to governmental plans.

III.18 Neither Seller, nor any ERISA Affiliates (as hereinafter defined) has, within the last six (6) years, made a "partial withdrawal" or a "complete withdrawal" (within the meaning of Sections 4205 and 4203 of ERISA) from any "multiemployer plan," nor incurred any liability on account of a "partial withdrawal" or a "complete withdrawal" from any "multiemployer

plan", no such liability has been asserted through a "Notice of Assessment" or any similar correspondence, and there are no events or circumstances which could result in any such partial or complete withdrawal, neither Seller, the Property Manager nor any ERISA Affiliate has incurred or could be subjected to any liability under Title IV or Section 302 of ERISA that could reasonably be expected to result in liability to the Buyer ("ERISA Affiliate" means, at any time, each trade or business (whether or not incorporated) that would, at the time, be treated together with either Seller or the Property Manager as a single employer under Title IV or Section 302 of ERISA or Sections 414(b) or 414(c) of the Code.

III.19 Seller covenants and warrants that all of the representations and warranties set forth in this Agreement shall be true and correct at, and as of, the Closing Date, but not thereafter. The covenants and agreements of the Parties that by their terms contemplate performance after the Closing (including Section 5.4 and Section 10.6) shall survive the Closing in accordance with their terms.

III.20 No Other Representations or Warranties. Other than as set forth herein, the Purchased Assets are being sold "as is," "where is," and "with all faults," and Buyer, or any ultimate highest bidder pursuant to any Auction or order of the Bankruptcy Court, hereby acknowledges and agrees that Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets. Buyer will accept the Purchased Assets "as is" and "where is" at closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF BUYER

IV.1 Organization and Authority. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. Buyer has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein and have been duly authorized by all necessary action on the part of Buyer. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Buyer that is enforceable in accordance with its terms.

IV.2 No Conflicts. The execution, delivery, and performance of this Agreement by Buyer will not (i) violate any provision of any existing law, statute, rule, regulation, or ordinance, or (ii) conflict with, result in a breach of, or constitute a default under (a) any certificate or articles of incorporation or by-laws of Buyer, (b) any order, judgment, award or decree of any court, governmental authority, bureau or agency, or (v) any mortgage, indenture, lease, contract or other agreement, or undertaking to which Buyer is a party or by which Buyer or its properties or assets may be bound.

IV.3 Investigation by Buyer. Buyer is conducting its own independent review and analysis of the Purchased Assets, the Assumed Liabilities, and the Assumed Contracts. Buyer acknowledges that it has until 10:00 a.m. September 10, 2026 ("Due Diligence Expiration Date") to conduct such diligence as it deems necessary or appropriate in connection with the transactions contemplated hereby. Notwithstanding the foregoing, Buyer's investigation

shall not limit, diminish or otherwise affect Seller's representations, warranties, covenants or obligations under this Agreement, any Seller Disclosure Schedule or any other document delivered in connection herewith. Buyer shall be entitled to rely upon the accuracy and completeness of the Seller's representations and warranties expressly set forth herein, and Seller shall remain liable for any breach thereof. Buyer shall complete its due diligence by the Due Diligence Expiration Date.

IV.4 Nothing herein shall waive or limit any rights or remedies of Buyer arising from Seller's fraud, willful misconduct, intentional misrepresentation or breach of this Agreement. Buyer is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Liabilities.

IV.5 Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending, against or, to the knowledge of Buyer, threatened against or affecting Buyer before any court or arbitrator or any governmental body, agency, or official, which in any manner challenges or seeks to prevent, enjoin, alter, or materially delay any transactions contemplated by this Agreement.

IV.6 Certain Fees. Buyer has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement.

IV.7 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court, there is no agreement or other instrument binding upon Buyer requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

IV.8 General Warranty. None of the representations or warranties contained herein by Buyer, nor any exhibit, schedule, statement, or certificate furnished or to be furnished by Buyer to Seller pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

## ARTICLE V
## COVENANTS OF SELLER AND BUYER

V.1 Efforts; Further Assurances. Seller and Buyer will use commercially reasonable efforts to take any and all actions and to do all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated in this Agreement. Seller and Buyer agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to vest marketable title to the Purchased Assets in Buyer.

V.2 Notices. If (i) Buyer becomes aware of any material breach by Seller of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Seller, or (ii) Seller becomes aware of any material breach by Buyer of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Buyer, the Party becoming aware of such breach shall promptly notify the other Party in writing, in accordance with the notice provisions of this Agreement. Upon such notice of breach, the breaching Party shall have five (5) days to cure such breach before the exercise of any remedies in connection therewith.

V.3 Pre-Closing Covenants. As material terms of this Agreement:

(a) From the Effective Date until the Closing Date, Seller will maintain the Purchased Assets in the manner consistent with its standards of maintenance prevailing immediately prior to the Effective Date and it will not commit or permit to be committed any waste or change in the condition or appearance of the Purchased Assets, or convey any other right with respect to the Purchased Assets except with the written consent and joinder of Buyer. Seller shall operate, manage and maintain the Purchased Assets in the ordinary course consistent with past practice and shall promptly notify Buyer of any material damage, casualty, condemnation, governmental action or other event affecting the Purchased Assets. Seller will keep all current insurance policies concerning the Purchased Assets in full force and effect until Closing and shall not modify, cancel, terminate or permit any lapse in coverage without Buyer's prior written consent. Buyer and Seller, or its representative, shall have the right to walk the Tarbush Property the day before the Closing Date, unless otherwise waived by Buyer in writing, to confirm the condition of the Purchased Assets .

(b) Seller must not transfer any of the Purchased Assets, create any Lien on the Purchased Assets, grant any easements or rights-of-way, or enter into any contract, lease, license, agreement, commitment or other arrangement affecting the Purchased Assets or Buyer's intended use thereof, which is not cancelable on and as of the Closing Date without Buyer's prior written consent. Seller shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect Buyer's rights in or to the Purchased Assets, the value thereof, or the ability to consummate the transactions contemplated hereby.

(c) Seller shall operate, manage and maintain the Purchased Assets in the ordinary course of business consistent with past practice and shall use commercially reasonable efforts to preserve intact the Purchased Assets and the goodwill associated therewith. Seller shall not take, or omit to take, any action that would reasonably be expected to materially impair the value of the Purchased Assets or Buyer's ability to consummate the transactions contemplated by this Agreement.

(d) Seller shall not amend, modify, terminate, renew, extend, waive any material rights under, or enter into any new Assumed Contract, or consent to any amendment, modification or termination of any Assumed Contract, without the prior written consent of Buyer.

(e) Seller shall use commercially reasonable efforts to preserve and maintain in full force and effect all permits, approvals, authorizations, licenses, utility allocations, interconnection rights, governmental approvals and other rights relating to the Purchased Assets, and

shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect the transferability, availability or use thereof by Buyer following the Closing.

(f) Seller shall promptly notify Buyer in writing of (i) any material damage to or destruction of the Purchased Assets, (ii) any condemnation or threatened condemnation affecting the Purchased Assets, (iii) any written notice of violation, default, investigation or enforcement action relating to the Purchased Assets, (iv) any material claim, action or proceeding affecting the Purchased Assets, or (v) any event or circumstance that would reasonably be expected to result in a Material Adverse Effect or prevent or materially delay the consummation of the transactions contemplated hereby.

(g) Seller shall provide Buyer and its representatives with reasonable access, upon reasonable prior notice and during normal business hours, to the Purchased Assets, the Assumed Contracts, books and records, and such other information relating to the Purchased Assets as Buyer may reasonably request in connection with the transactions contemplated hereby.

(h) Seller shall use commercially reasonable efforts to obtain entry of the Bid Procedures Order and the Sale Approval Order and to satisfy all conditions to Closing within Seller's control and shall not take any action that would reasonably be expected to delay, impair or prevent the consummation of the transactions contemplated hereby.

(i) Seller shall preserve all books, records, files and other documents relating to the Purchased Assets and shall not destroy, discard or materially alter any such books, records or documents prior to the Closing, except in the ordinary course of business and in accordance with applicable Law.

(j) Seller shall not settle, compromise or release any material insurance claim, condemnation award or other claim relating to the Purchased Assets without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(k) Buyer waives any Title Objections (as defined in the Pyote Agreement) on the Adjacent Property related to or based upon mineral rights, including but not limited to mineral reservations, leases and other mineral rights exceptions.

V.4 Post-Closing Covenants. As material terms of this Agreement:

(a) Immediately upon the consummation of the Closing, the Parties agree to cooperate with one another and use all good faith efforts to take (or cause to be taken) all actions, and to do (or cause to be done) all things reasonably necessary or proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, (i) providing access and title to the Purchased Assets to Buyer; and (ii) assisting Buyer with obtaining access and control over the Purchased Assets.

## ARTICLE VI
## BANKRUPTCY MATTERS; BIDDING PROCEDURES

VI.1 Bankruptcy Filings. Seller shall deliver or cause to be delivered to Buyer for review and comment, as soon as commercially reasonable and in any event not less than

two (2) business days prior to the filing thereof, all documents to be filed on behalf of Seller with the Bankruptcy Court, including all motions, applications, petitions, schedules, and supporting papers prepared by Seller (including forms of orders and notices to interested parties) that relate to, or that may affect, the Purchased Assets or the transactions contemplated hereby. All motions, applications, petitions, schedules, and supporting papers prepared by Seller and relating to the transactions contemplated hereby or the Purchased Assets to be filed with the Bankruptcy Court on behalf of Seller must be reasonably satisfactory in form and substance to Buyer and Seller.

VI.2 Sale Approval Order. Seller and Buyer shall use commercially reasonable efforts to cooperate, assist and consult with each other to secure the entry of the Sale Approval Order following the date hereof, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes of, among others, providing necessary assurances of performance by Buyer under this Agreement and furnishing any testimony regarding the transactions contemplated hereby, including to support the good-faith nature of the negotiations leading to this Agreement.

## ARTICLE VII
## CLOSING CONDITIONS

VII.1 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Approval Order and, as of the Closing Date, the Sale Approval Order shall be in full force and effect and shall not have been stayed, vacated, or reversed. The Sale Approval Order shall be in form and substance reasonably acceptable to Buyer and shall, ***inter alia***:

(i) Authorize the Seller's execution and delivery of this Agreement and approve the transactions contemplated herein;

(ii) Find that the transfer of the Purchased Assets is legal, valid, and enforceable and vests Buyer with valid title to the Purchased Assets, free and clear of all Liens (except for any Permitted Liens);

(iii) Find that the Purchase Price and other consideration provided by Buyer hereunder constitute fair and reasonable consideration for the Purchased Assets;

(iv) Provide that Buyer is a good faith purchaser of the Purchased Assets pursuant to Section 363(m) of the Bankruptcy Code and none of the grounds set forth in Section 363(n) exists with respect to the sale;

(v) Authorize Buyer to file, if desired in its discretion, terminations or cancellations of any recorded Liens (except for Permitted Liens or to the extent required by law) against the Purchased Assets and require secured parties or lienholders, where required by applicable non-bankruptcy law or requested by Buyer, to execute documents of release,

cancellation or satisfaction prepared by Buyer, to be filed by Buyer to clear any Liens of record (other than Permitted Liens) from the Purchased Assets;

(vi) Approve the assumption and assignment of any Assumed Contracts and provide that upon payment of the applicable Cure Costs (or other such agreed amount) by the Buyer or Seller, as applicable, such counterparty shall not have any remaining claim against Seller, its Estate or creditors, or Buyer related to any pre-Closing default under any such Assumed Contract;

(vii) Find that Buyer has not assumed, and has no responsibility or liability for any of Seller's liabilities of any description whatsoever, including any liability of Seller with respect to any Taxes or any pre-Closing liabilities (other than Cure Costs for the Assumed Contracts or other Assumed Liability), whether known or unknown as of the Closing, whether fixed or contingent, or whether existing at the time of or arising after the Closing, including successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, alter ego, successor or transferee liability, de facto merger, mere or substantial continuation; and

(viii) Waive any stay that would otherwise be applicable pursuant to Rules 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure.

(b) No injunction, stay, or similar order or decree issued by any court, tribunal or governmental entity, shall be in effect that restrains, enjoins, stays, or prohibits the consummation of the transactions contemplated by this Agreement.

VII.2 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Buyer) of the following conditions:

(a) Seller shall have performed in all material respects all its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Seller contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date, but not thereafter.

(c) Closing of the purchase and sale agreement (the "Adjacent Property PSA"), on terms and conditions reasonably acceptable to Buyer, for the acquisition by Buyer of the real property parcels (collectively, the "Adjacent Property") identified on the assessor tax parcel map for Reeves County by Parcel ID No. 0014468 and on the assessor tax parcel map for Pecos County by Parcel ID No. 00049-08031-00100-000000. The closing of the Adjacent Property PSA shall have occurred, or shall occur substantially concurrently with the Closing hereunder, on terms and conditions reasonably satisfactory to Buyer.

(d) The acquisition of the Adjacent Property by the Buyer at Closing may, at the Buyer's election, be effectuated through an assignment of the Sellers' rights and interests under that certain Option Assignment Agreement, dated June 11, 2026, by and between Lonestar Dream, Inc. and Lonestar Taproot LLC, and Manning Minerals, LLC (as amended pursuant to that certain Amendment to Option Assignment Agreement, dated as of July 1, 2026) (the "Option Assignment Agreement"), pursuant to which the Sellers are assigned, among other things, rights under that certain Amended and Restated Option Agreement, dated as of July 28, 2026 to be effective as of July 1, 2026, by and between Jeff Lindsay (the "Optioner") and Manning Minerals, LLC (the "Optionee"), a Texas limited liability company (the "Option Agreement"). In the event that the Buyer elects to take an assignment of the Option Assignment Agreement, then a further condition to Closing shall be Buyer's receipt of (x) written confirmation (in form and substance acceptable to Buyer) from the Sellers and the Optionee, that, as of the Closing, both the Option Assignment Agreement and the Option Agreement are in full force and effect and are legal, valid, binding and enforceable against the parties thereto; and (y) an estoppel certificate executed by the Optioner certifying that, as of the assignment of the Option Assignment Agreement to Buyer, the Option Agreement is in full force and effect, is legal, valid, binding and enforceable against the Optioner and that there is no default by Optioner or Optionee under the Option Agreement or other existing conditions, which upon the giving of notice or lapse of time, or both, would constitute a default under the Option Agreement.

(e) Buyer shall have received, in form and substance reasonably satisfactory to Buyer, all governmental and third-party permits, approvals, consents, authorizations and agreements necessary ("Approvals") to (i) transfer to Buyer the current and anticipated future electrical power allocation and related power rights associated with the Tarbush Property (to 176MW, with future potential increase up to 300MW) (the "Power Rights"), by the dates set forth below, without material reduction or restriction; (ii) construct, interconnect, energize, operate and maintain the substation and related electrical infrastructure necessary to utilize such electrical power on the Adjacent Property for the development and operation of a Data Center, including without limitation any facilities extension agreement with Texas-New Mexico Power Company that may be necessary for substation relocation or construction; and (iii) interconnect and receive (a) an available allocation as of the Closing Date, of 176 MW of electronic load on the Adjacent Property, provided that for the purposes of this subclause (a) such Approval can be satisfied through written confirmation from ERCOT and Texas-New Mexico Power following ERCOT's completion of the ongoing Batch Zero eligibility verification process unconditionally confirming that the project load limit is 176MW as of the Closing Date, and (b) a future anticipated allocation, if any is permitted, pursuant to a final ramp milestone of up to 300 MW by December 31, 2029, without the necessity of posting any financial security to the transmission service provider for system power upgrade approvals or use of the 176MW upgrade. All costs, expenses and fees related to electrical connections, lines, substations, equipment, transformers, switchgear, electrical distribution

systems, transmission and distribution facilities, cabling, cooling infrastructure, buildings, and other customer-side improvements and the like and all Data Center infrastructure buildout, in order for Buyer to use such increased power, shall be paid by Buyer, shall not be a liability of Seller and shall not be an offset to the Purchase Price at closing. All such required Approvals shall be in full force and effect and shall not contain any condition or limitation that would materially impair Buyer's access to and use of 176MW of power at the Adjacent Property, in connection with Buyer's intended use of the Adjacent Property as a Data Center, by the Closing Date. For the avoidance of doubt, Seller makes no representation or warranty regarding any future requirements imposed by ERCOT, TNMP, or any other governmental authority or utility provider as to any future expansion of power beyond 176 MW, including, without limitation, any Facilities Extension Agreement, relocation of the point of interconnection, transmission or distribution system upgrades, capacitor banks, substation modifications, construction costs, deposits, prepayments, security requirements, CIAC, Minimum Revenue Commitments, or any other utility-imposed fees, costs, or financial obligations associated with such potential increase of power up to 300MW.

(f) Since the Effective Date, no event, change, circumstance or condition shall have occurred that has had, or would reasonably be expected to have, a Material Adverse Effect on the Purchased Assets, the utility rights associated therewith, or Buyer's intended use of the Adjacent Property to develop or operate as a Data Center, including any material casualty, condemnation, loss of utility capacity, material governmental action or material termination of any Assumed Contract.

(g) All necessary governmental approvals, permits, authorizations, consents and filings required for the consummation of the transactions contemplated by this Agreement shall have been obtained or made and shall be in full force and effect.

(h) All material third-party consents required for the consummation of the transactions contemplated by this Agreement (other than those to be obtained through the Bankruptcy Court process) shall have been obtained and shall be in full force and effect.

(i) The Closing (as defined in the Pyote Agreement) of the Pyote Agreement shall have occurred substantially contemporaneous with the Closing hereunder.

VII.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) Buyer shall have performed in all material respects all its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Buyer contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

## ARTICLE VIII
## TERMINATION

VIII.1 Grounds for Termination. This Agreement may be terminated at any time before Closing by:

(a) mutual written agreement of Seller and Buyer;

(b) either Buyer or Seller, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) either Buyer or Seller, if the Closing shall not have occurred on or before December 15, 2026, or such later date that is provided for herein or otherwise agreed to by the parties (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement;

(d) Buyer, if any material condition set forth in this Agreement has not been satisfied by Seller or if the conditions of Section VII.2 have not been satisfied, and such condition is incapable of being satisfied, unless Buyer elects to waive such satisfaction;

(e) Seller, if Buyer fails to consummate the Closing in accordance with this Agreement due to Buyer's default, unless Seller elects to waive such default; provided, however, that Seller shall not be entitled to terminate this Agreement or retain the Deposit unless Buyer has failed to consummate the Closing as a result of Buyer's default under this Agreement. For the avoidance of doubt, Buyer shall be entitled to the return of the Deposit if Buyer's failure to consummate the Closing is due to Seller's breach, failure to perform, failure to satisfy a condition to Closing, or any other circumstance not caused by Buyer's default under this Agreement;

(f) Buyer, if Buyer is not the successful bidder or the backup bidder at the Auction and Seller enters into a Competing Transaction with the successful bidder or the backup bidder;

(g) Buyer, if the Bankruptcy Case is dismissed or converted to a case or cases under chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller is appointed in the Bankruptcy Case;

(h) Buyer if Seller withdraws or seeks authority to withdraw the Bidding Procedures/Sale Motion.

(i) Buyer, upon the occurrence of a material casualty or condemnation affecting the Purchased Assets.

(j) Buyer, at any time prior to the expiration of the Due Diligence Expiration Date, if Buyer determines, in its sole and absolute discretion, that the results of its due diligence investigation of the Purchased Assets are unsatisfactory or unacceptable for any reason or no reason, including, without limitation, matters relating to the condition, title, operation, value, financial performance, environmental condition, zoning, permits, entitlements, contracts, liabilities, legal requirements or any other matter affecting the Purchased Assets or the transactions contemplated hereby. Upon any such termination, the Good Faith Deposit shall be promptly returned to Buyer, and neither party shall have any further obligations under this Agreement except for those obligations that expressly survive termination.

The Party desiring to terminate this Agreement under this section shall give notice of such termination to the other Party in accordance with the notice provisions herein. Notwithstanding the foregoing, except in connection with a termination of this Agreement by Seller pursuant to Section VIII.1(e), Buyer shall be entitled to receive the Good Faith Deposit in full, and Seller shall have no right to retain, apply or otherwise claim any portion of the Good Faith Deposit.

VIII.2 Effect of Termination.

(a) If this Agreement is terminated by Buyer in accordance with Section VIII.1(d), Buyer shall be entitled to the return of the Good Faith Deposit (with interest) within three (3) business days of such termination.

(b) If this Agreement is terminated by Seller in accordance with Section VIII.1(e), Buyer shall forfeit the Good Faith Deposit and the Good Faith Deposit shall become property of Seller's Estate as liquidated damages.

(c) If this Agreement is terminated in accordance with any other subsection of Section VIII.1, such termination shall be without liability of any Party to the other Party to this Agreement, and the Good Faith Deposit (with interest) shall be returned to Buyer within three (3) business days of such termination.

## ARTICLE IX
## ASSUMPTION OF EXECUTORY CONTRACTS OF THE SELLER

IX.1 Assumed Contracts. Buyer shall be solely responsible for and shall pay or cause to be paid at or prior to Closing, all Cure Costs related to the Assumed Contracts. Buyer shall have no obligation to pay any Cure Costs except to the extent expressly set forth on Exhibit "B". Seller represents and warrants that Exhibit "B" sets forth a complete and accurate list of all known Cure Costs for each Assumed Contract.

## ARTICLE X
## MISCELLANEOUS

X.1 Further Assurances. After the Closing Date, each Party shall execute and deliver such further documents, and perform such acts, as may be reasonably necessary to transfer and convey the Purchased Assets to Buyer on the terms contained herein, and to otherwise comply with the terms of this Agreement and to carry out the transactions provided for herein.

X.2 Notices. All notices, requests, and other communications to any Party hereunder shall be in writing, via e-mail transmission, and shall be given:

| | |
|---|---|
| If to Seller, to: | Lonestar Dream Inc. and Lonestar Taproot LLC<br>Attn: Michael DuFrayne, CRO<br>(mdufrayne@dufraynellc.com) |
| With a copy to: | Stephen M. Packman, Esq.<br>(spackman@archerlaw.com) |
| If to Buyer, to | Attn: Jimmy Martini<br>Hut 8 Corp.<br>777 Brickell Ave, Floor 2<br>Miami, FL 33131<br>(jimmy.martini@hut8.com) |
| With a copy to | Andrew M. Carty<br>Brown Rudnick LLP<br>Seven Times Square<br>New York, NY 10036<br>(acarty@brownrudnick.com) |

All such notices, requests, and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request, or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

X.3 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

X.4 Expenses. Except as otherwise provided herein, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal, accounting and other professional fees, whether or not the transactions contemplated hereby are consummated.

X.5 Waivers. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise

thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

X.6 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding anything to the contrary herein, Buyer shall have the right, in its sole and absolute discretion and without the prior consent of Seller, to assign this Agreement, and its rights and obligations hereunder, in whole or in part, to one or more affiliates of Buyer or to one or more designees (including, without limitation, any entity formed for the purpose of consummating the transactions contemplated hereby); provided, however, that such assignment shall not release Buyer from its obligations hereunder. Seller may not assign, in whole or in part, this Agreement or its rights hereunder without the prior written consent of Buyer.

X.7 Assumption of Risk. Seller agrees to assume the risk of loss or damage to the Purchased Assets occurring on or before the date on which title thereof is conveyed to Buyer. If, prior to its conveyance, any part of the Purchased Assets which constitutes Equipment has been substantially damaged, lost or destroyed, or if there has been a material condemnation affecting the Purchased Assets, Seller shall notify Buyer of such fact and Buyer may elect to either (i) accept all insurance or condemnation proceeds payable as a result of such destruction, damage or, loss or condemnation and any deductible due from Seller or, (ii) agree to a reduction of the Purchase Price by the current mutually agreed value of the lost, damaged or destroyed Purchased Asset, or (iii) terminate this Agreement and receive the prompt return of the Good Faith Deposit (with interest).

X.8 Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of State of New York, without giving effect to the principles of conflicts of laws thereof) (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, except to the extent that such laws are superseded by the Bankruptcy Code. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court and waive any right to a jury trial regarding the same.

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR ANY ASSIGNEE THEREOF, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE.

X.9 Entire Agreement; Amendments; Counterparts. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by in writing, executed by Seller and Buyer. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties hereto shall have received a counterpart hereof signed by the other Party hereto.

X.10 Captions; Headings; Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

X.11 Parties Bound. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, successors, and permitted assigns.

X.12 Severability. Except as otherwise provided herein, if any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part or provision of this Agreement shall not render the remainder of this Agreement invalid.

X.13 Retention of Jurisdiction. ANY AND ALL DISPUTES, DISAGREEMENTS, INTERPRETATIONS, OR OTHER MATTERS CONCERNING THE FINAL CONSUMMATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE AND REMAIN IN THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, AS A RESULT THEREOF, ANY PLEADINGS, CAUSES OF ACTION OR OTHER REQUESTS FOR RELIEF MUST BE BROUGHT BEFORE SAID COURT BY THE PARTY SEEKING SUCH RELIEF.

X.14 [Buyer agrees to the terms and conditions of the first amended asset purchase agreement annexed hereto as Exhibit "H."]

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

**SELLER:**

**Lonestar Dream Inc.**

By: _____
Name: Kevin Pan
Title: CEO

**SELLER:**

**Lonestar Taproot LLC**

By: _____
Name: Kevin Pan, CEO
Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

**BUYER: RAPTOR BASIN LLC**

By: _____

Name:
Title:

**ANNEX I**
**CERTAIN DEFINITIONS**

"Auction" means an auction to be held by the Seller in the event higher and better bids are submitted in accordance with the Bidding Procedures.

"Bidding Procedures" means the procedures governing the proposed marketing of, auction of, and bidding for the Purchased Assets pursuant, and attached, to the Bidding Procedures Order.

"Bidding Procedures/Sale Motion" means the motion seeking entry of (i) the Bidding Procedures Order and (ii) Sale Approval Order, which shall be in form and substance reasonably satisfactory to Buyer.

"Bidding Procedures Order" means an Order of the Bankruptcy Court approving the Bidding Procedures, which shall include approval of the Breakup Fee and Expense Reimbursement., and which shall be in form and substance acceptable to Buyer in its reasonable discretion and shall include, at a minimum, customary bid protections, including: (i) a minimum initial overbid in an amount equal to the sum of the Breakup Fee, Expense Reimbursement and an initial overbid increment to be agreed by the parties; (ii) minimum subsequent overbid increments to be agreed by the parties; (iii) requirements that any competing bidder qualify as a "Qualified Bidder" (including delivery of a binding mark-up of the APA with no fewer terms or conditions, proof of financial wherewithal to close, and a non-refundable deposit at least equal to the Good Faith Deposit); (iv) restrictions on credit bidding by any party with disputed liens; (v) payment of the Breakup Fee and Expense Reimbursement on the closing of any alternative transaction with a competing bidder; and (vi) such other customary stalking horse protections as Buyer may reasonably require.

"Business Day" means any day that is not a Saturday, Sunday, or a day on which banking institutions in New York, New York are not required to be open.

"Claim" means any claim, demand, assessment, judgment, order, decree, action, cause of action, litigation, suit, investigation, or other Proceeding.

"Competing Transaction" shall mean a transaction with a bidder who has offered Seller a higher and better purchase price for the Purchased Assets to that offered by Seller, which higher and better bid is approved by order of the Bankruptcy Court.

"Cure Costs" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by Debtor and assignment to Buyer of the Assumed Contracts.

"Data Center" means any facility that is intended to be used, in whole or in part, for the housing, powering, cooling, interconnection or operation of computing, data processing, data

storage, networking, telecommunications or similar information technology or electronic equipment, for high-performance computing, artificial intelligence, machine learning, cloud, hosting or colocation operations, which shall, for the avoidance of doubt, exclude such a facility operated primarily for the purposes of mining Bitcoin or other cryptocurrencies, digital assets, tokens or similar blockchain-based assets.

"Debtor" means Lonestar Dream, Inc. and Lonestar Taproot LLC.

"Estate" shall mean the Seller's bankruptcy estate consisting of all assets, rights and interests of the Debtor on the Petition Date in the Bankruptcy Case.

"Final Order" means an order or judgment, the operation or effect of which is not stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

"Governmental Entity" means any federal, state, local or foreign political subdivision, court, administrative agency, board, bureau, commission, or department or other governmental authority or instrumentality.

"Law" means any law, statute, treaty, rule, directive, or regulation or Order of any Governmental Entity.

"Liability" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, regardless of when asserted.

"Material Adverse Effect" means any event, change, circumstance, occurrence, effect, development or state of facts that, individually or in the aggregate, (a) has had, or would reasonably be expected to have, a material adverse effect on the Purchased Assets or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of Seller to consummate the transactions contemplated by this Agreement; ***provided, however***, that none of the following, alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect: (i) changes in general economic, regulatory or political conditions or the financial, credit or securities markets in general (including changes in interest rates or exchange rates); (ii) changes generally affecting the industry in which the Business operates; (iii) changes in Law or GAAP (or authoritative interpretations thereof); (iv) any natural disaster, act of God, epidemic, pandemic or disease outbreak; (v) any act of terrorism, sabotage, cyberattack, military action or war; or (vi) the announcement or pendency of the transactions contemplated by this Agreement or the Bankruptcy Case; ***provided, further***, that any event, change, circumstance, occurrence, effect, development or state of facts referred to in clauses (i) through (v) may be taken into account in determining whether a Material Adverse Effect has occurred to the extent such event, change, circumstance, occurrence, effect, development or state of facts has a disproportionate adverse effect on the Purchased Assets.

"Orders" means judgments, writs, decrees, compliance agreements, injunctions, rules, awards, settlement agreements, or orders of any Governmental Entity or arbitrator.

"Permits" means all permits, licenses, authorizations, registrations, franchises, approvals, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Entities.

"Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination, or investigation commenced, brought, conducted, or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

"Person" shall be construed broadly and shall include an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or another entity including a Governmental Entity (or any department, agency, or political subdivision thereof).

"Pyote Agreement" means that certain Aset Purchase Agreement, dated as of September 21, 2026, by and between LONESTAR DREAM INC., a Delaware corporation, as seller, and LONESTAR TAPROOT LLC, a Delaware limited liability company, as seller, and MESQUITE FALCON LLC, a Delaware limited liability company, as buyer, executed substantially contemporaneous herewith.

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Sale Approval Order" means an order of the Bankruptcy Court in form and substance acceptable to Buyer, ***inter alia***, (a) approving (i) this Agreement and the execution, delivery, and performance by Debtor of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale of the Purchased Assets to Buyer free and clear of all Liens; (iii) the assumption and assignment to Buyer of the Assumed Contracts on the terms set forth herein; and (b) determining that Buyer is a good faith purchaser.

**EXHIBIT A**
**Purchased Assets**

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| F004 | Lonestar Taproot | Furniture & Fixtures | 08/21/2024 | 08/21/2024 | | Fucheng Huaying Integrated Housing CO. | Steel Mobile Home |
| F005 | Lonestar Taproot | Furniture & Fixtures | 08/21/2024 | 08/21/2024 | | Fucheng Huaying Integrated Housing CO. | Steel Mobile Home |
| V003 | Lonestar Dream | Vehicles Dream | 07/11/2023 | 08/01/2023 | Silverado | Ram Country Fort Stockton | 2015 Chevrolet White Silverado15 Serial #: 3GCPCREC0FG222815 |
| LI002 | Lonestar Taproot | Land Improvements | 06/01/2022 | 09/01/2022 | 25308Tarbush | All State Fence Company | 6'11 Gauge Chain Link Fence Installed with Three Strands of Barbed Wire Tarbush |
| LI004 | Lonestar Taproot | Land Improvements | 07/31/2022 | 09/01/2022 | 1001Tarbush | Blue Bison Industrial Services, LLC | Water Line Project Contractors & Materials Tarbush |
| LI005 | Lonestar Taproot | Land Improvements | 05/05/2022 | 09/01/2022 | 522001 | Boland Field Services LLC | ROW Seeding |
| LI006 | Lonestar Taproot | Land Improvements | 07/22/2022 | 09/01/2022 | 51612Tarbush | Bullseye Field Services LLC | 100 Tons of River Rock Gravel Work |
| LI008 | Lonestar Taproot | Land Improvements | 12/31/2021 | 09/01/2022 | 2130-002 | Charis Engineering, LLC | Charis Engineering Civil, Mechanical, and Electrical Design |
| LI009 | Lonestar Taproot | Land Improvements | 08/31/2022 | 09/01/2022 | INV0024174 | DBR Land LLC | Damages Caliche Settlement Payment |
| LI012 | Lonestar Taproot | Land Improvements | 04/18/2022 | 09/01/2022 | Change Order 3 | Westwood Transport, LLC. | Add 80'x150x Pad with Ramps Tarbush |
| LI015 | Lonestar Taproot | Land Improvements | 07/01/2022 | 09/01/2022 | 1246 | Westwood Transport, LLC. | 50 Loads of Peagravel Delivery & Spread with Backhoe |
| LI016 | Lonestar Taproot | Land Improvements | 08/03/2023 | 09/01/2022 | 4529 | Chatos Aggregate Hauling, LLC | To Haul 25 Loads of Gravel Around the Antboxes GDA |
| LI017 | Lonestar Taproot | Land Improvements | 02/28/2022 | 09/01/2022 | 86442 & 86937 | DBR Engineering Consultants, Inc. | Engineering for Power Distribution & Connection from Company's Feeder Line to 72 Sets Mining System |
| BD008 | Lonestar Taproot | Land Improvements | 05/04/2022 | 09/01/2022 | Chge Order 4Tarbush | Westwood Transport, LLC. | 12 Lights Poles Tarbush |
| AIR140 | Lonestar Taproot | Land Improvements | 06/02/2022 | 09/01/2022 | 08Tarbush | West Tex Field Services, LLC | 12 Lights Poles & Sitting 22 Transformers |
| R001 | Lonestar Taproot | Right of Use Asset | 12/02/2021 | 08/01/2022 | | DBR Land LLC | Pecos Tarbush Land Lease 20 Years |
| BD003 | Lonestar Taproot | Buildings | 03/31/2022 | 09/01/2022 | ICJE4 | Lonestar Dream Inc. | Chao Suan Tarbush Site 3D Model |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| TF002 | Lonestar Taproot | Transformers | 09/30/2021 | 09/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | Jiangsu Huapeng 193MVA, 3P, 60HZ |
| TF005 | Lonestar Taproot | Transformers | 01/25/2022 | 09/01/2022 | INV-85345 | Maddox Industrial Transformer | MT13797-S 500 kVA Padmount Transformer HV: 24940 GY 14400 LV: 480 Y 277 Not Installed |
| TF006 | Lonestar Taproot | Transformers | 01/25/2022 | 09/01/2022 | INV-85345 | Maddox Industrial Transformer | MT13799-S 500 kVA Padmount Transformer HV: 24940 Y 14400 LV: 208 Y 120 Installed in Tarbush Substation |
| TF007 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100145 Installed in Tarbush Substation |
| TF008 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100128 Installed in Tarbush Substation |
| TF009 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100119 Installed in Tarbush Substation |
| TF010 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100131 Installed in Tarbush Substation |
| TF011 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100135 Installed in Tarbush Substation |
| TF012 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100124 Installed in Tarbush Substation |
| TF013 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100142 Installed in Tarbush Substation |
| TF014 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100122 Installed in Tarbush Substation |
| TF015 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100140 Installed in Tarbush Substation |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| TF016 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100146 Installed in Tarbush Substation |
| TF017 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100133 Installed in Tarbush Substation |
| TF018 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100144 Installed in Tarbush Substation |
| TF019 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100126 Installed in Tarbush Substation |
| TF020 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100139 Installed in Tarbush Substation |
| TF021 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100121 Installed in Tarbush Substation |
| TF022 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100136 Installed in Tarbush Substation |
| TF023 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100143 Installed in Tarbush Substation |
| TF024 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100127 Installed in Tarbush Substation |
| TF025 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100138 Installed in Tarbush Substation |
| TF026 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100129 Installed in Tarbush Substation |
| TF027 | Lonestar Taproot | Transformers | 09/20/2021 | 09/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100117 Installed in Tarbush Substation |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| TF028 | Lonestar Taproot | Transformers | 09/20/2021 | 09/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100130 Installed in Tarbush Substation |
| TF029 | Lonestar Taproot | Transformers | 09/20/2021 | 09/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100275 Installed in Tarbush Substation |
| TF030 | Lonestar Taproot | Transformers | 09/20/2021 | 09/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100111 Installed in Tarbush Substation |
| ST001 | Lonestar Taproot | Substations Infrastructure | Various | 09/01/2023 | | Priority Power Management LLC & Various | Tarbush Substation |
| CN019 | Lonestar Taproot | Computer & Network Equipment | 02/28/2022 | 09/01/2022 | INV0112&0116 &117 | CNO Technologies, LLC | Fiber & Cat6 Cable & SonicWall Firewall |
| TM005 | Lonestar Dream | Tools, Machinery & Equipment | 05/09/2022 | 09/01/2022 | OrderSP6734 | MotoBuys | TrailMaster Taurus 200GX Golf Cart |
| TM007 | Lonestar Taproot | Tools, Machinery & Equipment | 04/01/2022 | 09/01/2022 | TAPROOT001 | Coastal Power & Equipment | Atlas Copco QAS120 JDS Trailer Mounted Generator Serial HOP100994 |
| TM008 | Lonestar Taproot | Tools, Machinery & Equipment | 05/25/2022 | 09/01/2022 | 206725063-001 | United Rentals Power & HVAC | Compressor XAS185KD7 CFM Tier4 Serial #: 4500A1019FR051101 |
| V006 | Lonestar Taproot | Vehicles Taproot | 05/31/2022 | 09/01/2022 | 09-494694 | National Storage Tank, Inc. | Nationwide Trailers Look CP,CR,7X16 Yr: 2023 S/N: 53BMTEA25PR010746 |
| V008 | Lonestar Taproot | Vehicles Taproot | 02/28/2022 | 04/01/2022 | 338255 | Out West Feed & Supply | Kubota RTV-XG850WLH22 S/N: A5KH1PGNCNG030387 |
| V009 | Lonestar Taproot | Vehicles Taproot | 04/12/2022 | 09/01/2022 | 01-98181 | Ag. Equipment Inc. | Kubota RTV-XG850WGLA22 S/N: A5KH1PGNENG030288 |
| V011 | Lonestar Taproot | Vehicles Taproot | 04/22/2022 | 09/01/2022 | | Driscoll Motors | 2015 F350 Purchased from Driscoll Motors |
| HD052 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 09/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Tarbush Pump House |
| HD053 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 09/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Tarbush Pump House |
| HD054 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 09/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Tarbush Pump House |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR029 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500755-6 Installed Tarbush A1 |
| AIR030 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500816-7 Installed Tarbush A2 |
| AIR031 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500689-0 Installed Tarbush A3 |
| AIR032 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500823-3 Installed Tarbush A4 |
| AIR033 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500686-3 Installed Tarbush A5 |
| AIR034 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500717-6 Installed Tarbush A6 |
| AIR035 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500719-7 Installed Tarbush A7 |
| AIR036 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500693-0 Installed Tarbush A8 |
| AIR037 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500720-0 Installed Tarbush A9 |
| AIR038 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500818-8 Installed Tarbush A10 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR039 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500289-4 Installed Tarbush A11 |
| AIR040 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500607-7 Installed Tarbush A12 |
| AIR041 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500340-0 Installed Tarbush A13 |
| AIR042 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500345-8 Installed Tarbush A14 |
| AIR043 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500240-4 Installed Tarbush A15 |
| AIR044 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500531-6 Installed Tarbush A16 |
| AIR045 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500238-5 Installed Tarbush A17 |
| AIR046 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500278-6 Installed Tarbush A18 |
| AIR047 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500311-8 Installed Tarbush B1 |
| AIR048 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500251-2 Installed Tarbush B2 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR049 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500696-6 Installed Tarbush B3 |
| AIR050 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500347-9 Installed Tarbush B4 |
| AIR051 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500316-5 Installed Tarbush B5 |
| AIR052 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500335-5 Installed Tarbush B6 |
| AIR053 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500610-1 Installed Tarbush B7 |
| AIR054 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500379-8 Installed Tarbush B8 |
| AIR055 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500818-5 Installed Tarbush B9 |
| AIR056 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500655-0 Installed Tarbush B10 |
| AIR057 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500688-4 Installed Tarbush B11 |
| AIR058 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500694-5 Installed Tarbush B12 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR059 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500698-7 Installed Tarbush B13 |
| AIR060 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500642-0 Installed Tarbush B14 |
| AIR061 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500692-4 Installed Tarbush B15 |
| AIR062 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500317-0 Installed Tarbush B16 |
| AIR063 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500638-0 Installed Tarbush B17 |
| AIR064 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500617-0 Installed Tarbush B18 |
| AIR065 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500257-5 Installed Tarbush C1 |
| AIR066 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500697-1 Installed Tarbush C2 |
| AIR067 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500815-1 Installed Tarbush C3 |
| AIR068 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500712-9 Installed Tarbush C4 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR069 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500613-8 Installed Tarbush C5 |
| AIR070 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500372-0 Installed Tarbush C6 |
| AIR071 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500606-1 Installed Tarbush C7 |
| AIR072 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500723-7 Installed Tarbush C8 |
| AIR073 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500822-8 Installed Tarbush C9 |
| AIR074 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500804-3 Installed Tarbush C10 |
| AIR075 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500369-5 Installed Tarbush C11 |
| AIR076 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500820-7 Installed Tarbush C12 |
| AIR077 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500614-3 Installed Tarbush C13 |
| AIR078 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500314-4 Installed Tarbush C14 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR079 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500260-0 Installed Tarbush C15 |
| AIR080 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500346-3 Installed Tarbush C16 |
| AIR081 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500620-4 Installed Tarbush C17 |
| AIR082 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500342-1 Installed Tarbush C18 |
| AIR083 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500338-1 Installed Tarbush D1 |
| AIR084 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500611-7 Installed Tarbush D2 |
| AIR085 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500624-7 Installed Tarbush D3 |
| AIR086 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500341-6 Installed Tarbush D4 |
| AIR087 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500616-4 Installed Tarbush D5 |
| AIR088 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500824-9 Installed Tarbush D6 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR089 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500339-7 Installed Tarbush D7 |
| AIR090 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500628-8 Installed Tarbush D8 |
| AIR091 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500261-5 Installed Tarbush D9 |
| AIR092 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500295-5 Installed Tarbush D10 |
| AIR093 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500320-5 Installed Tarbush D11 |
| AIR094 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500623-0 Installed Tarbush D12 |
| AIR095 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500622-5 Installed Tarbush D13 |
| AIR096 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500603-5 Installed Tarbush D14 |
| AIR107 | Lonestar Taproot | Cooling System - Air | 04/18/2022 | 09/01/2022 | 3 | West Tex Field Services, LLC | Setup Antboxes & Connect to the Transformers |
| AIR110 | Lonestar Taproot | Cooling System - Air | 04/12/2022 | 09/01/2022 | 6019 | Elite Drillers Corporation | Tarbush Water Well - Drilling of Water Well and Pump Installation |
| AIR111 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank (hold & recycle water for water curtains that cool the miners) |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR112 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR113 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR114 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR115 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR116 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR117 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR118 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR119 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR120 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR121 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR122 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR123 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR124 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR125 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR126 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR127 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR128 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR129 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR130 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR131 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR132 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR133 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR134 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR135 | Lonestar Taproot | Cooling System - Air | Various | 09/01/2023 | 4523 | Chatos Aggregate Hauling, LLC/ 51 Oilfield Services LLC | Water Pit GDA |
| AIR136 | Lonestar Taproot | Cooling System - Air | Various | 09/01/2023 | GDA | Bullseye Field Services LLC/Childs Corporation/IMG Foam Installation | Tarbush Site Modification GDA |
| AIR137 | Lonestar Taproot | Cooling System - Air | 07/03/2023 | 08/01/2023 | 1003 | Steady Arms Service LLC | Exhaust Fans System |
| AIR139 | Lonestar Taproot | Cooling System - Air | 04/01/2022 | 02/01/2022 | CapLbrRecls | Lonestar Dream Inc. | To Allocate Capitalized Labor to the Cooling Systems |
| CIP002 | Lonestar Taproot | Construction in Progress | 03/31/2022 | 09/01/2022 | PB50402 | JNL Steel Components, Inc | Building #4 Materials |
| CIP003 | Lonestar Taproot | Construction in Progress | 06/27/2022 | 09/01/2022 | 1192Tarbush | Westwood Transport, LLC. | Pad 1100'x25' for Immersion Buildings Tarbush |
| EL001 | Lonestar Taproot | Electrical Systems | 04/06/2022 | 09/01/2022 | #1 Mobalization | Ortiz Electric, LLC | Labor, material, subs & equipment Tarbush |
| EL002 | Lonestar Taproot | Electrical Systems | 05/01/2022 | 09/01/2022 | #2 | Ortiz Electric, LLC | UG Dondult Tarbush |
| EL003 | Lonestar Taproot | Electrical Systems | 05/01/2022 | 09/01/2022 | #2 | Ortiz Electric, LLC | Grounding Tarbush |
| EL004 | Lonestar Taproot | Electrical Systems | 05/19/2022 | 09/01/2022 | #3 Change Order 1 | Ortiz Electric, LLC | Labor-Equipment-Per Diem |
| EL005 | Lonestar Taproot | Electrical Systems | 05/25/2022 | 09/01/2022 | #7 Change Order 4 | Ortiz Electric, LLC | Lugs and mounting hardware for the XFMR secondary and ant box power landing point Tarbush |
| EL006 | Lonestar Taproot | Electrical Systems | 05/25/2022 | 09/01/2022 | #6 Change Order 3 | Ortiz Electric, LLC | Sitework, Civil, and UG Conduit Installation Tarbush |
| EL007 | Lonestar Taproot | Electrical Systems | 05/25/2022 | 09/01/2022 | #5 Change Order 2 | Ortiz Electric, LLC | Deadbreak Elbows Purchase and Installation Tarbush |
| EL008 | Lonestar Taproot | Electrical Systems | 05/31/2022 | 09/01/2022 | #4 | Ortiz Electric, LLC | Labor, material, subs & equipment Tarbush |
| EL009 | Lonestar Taproot | Electrical Systems | 06/10/2022 | 09/01/2022 | #8 | Ortiz Electric, LLC | Bi-Weekly Progress Billing (SOV004) Tarbush |
| EL010 | Lonestar Taproot | Electrical Systems | 06/10/2022 | 09/01/2022 | #9 | Ortiz Electric, LLC | Labor, Material, Subs & Equipment Tarbush |
| EL011 | Lonestar Taproot | Electrical Systems | 06/15/2022 | 09/01/2022 | #10 | Ortiz Electric, LLC | Tarbush Pump House & Power Circuits Installation |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| EL012 | Lonestar Taproot | Electrical Systems | 06/27/2022 | 09/01/2022 | #11 | Ortiz Electric, LLC | Labor, Material, Subs & Equipment Tarbush |
| EL013 | Lonestar Taproot | Electrical Systems | 07/12/2022 | 09/01/2022 | Change Order 9 | Ortiz Electric, LLC | Unused Material Credit Tarbush |
| EL014 | Lonestar Taproot | Electrical Systems | 07/19/2022 | 09/01/2022 | Change Order #7 | Ortiz Electric, LLC | 228ea-2H 600 MCM Aluminum Lugs & 60ea-1H 600MCM Mechanical Lugs Tarbush |
| EL015 | Lonestar Taproot | Electrical Systems | 07/25/2022 | 09/01/2022 | #16 | Ortiz Electric, LLC | Labor, Material, Subs & Equipment Tarbush |
| EL016 | Lonestar Taproot | Electrical Systems | 07/25/2022 | 09/01/2022 | #14 | Ortiz Electric, LLC | T&M 7/7/22 - 7/13/22 |
| EL017 | Lonestar Taproot | Electrical Systems | 07/26/2022 | 09/01/2022 | #13 | Ortiz Electric, LLC | Labor, Material & Equipment Tarbush |
| EL018 | Lonestar Taproot | Electrical Systems | 08/11/2022 | 09/01/2022 | #17 | Ortiz Electric, LLC | Time and Materials for Week Ending 7/25/22 & 8/5/22 |
| EL019 | Lonestar Taproot | Electrical Systems | 08/16/2022 | 09/01/2022 | #18 | Ortiz Electric, LLC | Time and Materials for Week Ending 8/8/22 & 8/12/22 |
| EL020 | Lonestar Taproot | Electrical Systems | 08/31/2022 | 09/01/2022 | #19 | Ortiz Electric, LLC | Progress Billing SOV #8 |
| EL021 | Lonestar Taproot | Electrical Systems | 08/31/2022 | 09/01/2022 | #20 | Ortiz Electric, LLC | Time and Materials for Week Ending 8/21/22 & 8/28/22 |
| EL022 | Lonestar Taproot | Electrical Systems | 08/31/2022 | 09/01/2022 | #21 | Ortiz Electric, LLC | Change Order - Material Reimbursement |
| EL023 | Lonestar Taproot | Electrical Systems | 07/21/2023 | 08/01/2023 | 24488 | KTX Electric LLC | Meter Installation GDA |
| EL024 | Lonestar Taproot | Electrical Systems | 12/04/2024 | 01/01/2025 | | THI Energy Consultants, LLC | Electrical Upgrade |
| CT002 | Lonestar Taproot | Containers | 03/31/2023 | 04/01/2023 | TMPShanghaiIde | Shanghai Ide Industrial Co., Ltd | 20 Ft Container GESU 3596639 |

**EXHIBIT B**
**Assumed Contracts**

1. Master Services Agreement between Lonestar Taproot LLC and Tejas Extreme Logistics dated effective 1/30/2026

2. FiberLight contract for Dedicated Internet Access Product Order No. OPP-170487-066778 and OPP-170487-066779

3. Option Assignment Agreement dated June 11, 2026, between Lonestar Dream, Inc and Lonestar Taproot LLC and Manning Minerals, LLC as subsequently amended pursuant to that certain Amendment to Option Assignment Agreement dated July 1, 2026

**EXHIBIT C**
**Excluded Assets**

1. All cash and cash equivalents, wherever located.

2. All digital currency and the proceeds thereof.

3. All prepaid expenses, deposits, including Regional Electricity Providers deposits, and retainers.

4. All accounts including accounts receivable

5. The schedule of fixed assets listed in the Excel file labeled 'LDI_LDT Excluded Asset List 12/31/2025' filed in the Data Room.

6. All of Sellers' rights, interests, claims, demands, and causes of action, including but not limited to those under all contracts and leases other than Assumed and Assigned Contracts.

7. All Avoidance Actions, including without limitation, all rights, claims, and causes of action arising under or relating to Chapter 5 of Title 11 of the United States Code, including, without limitation, all avoidance actions and claims arising under Sections 502(d), 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code, and any other avoidance, recovery, or related claims or causes of action under the Bankruptcy Code, together with all proceeds, recoveries, and other rights arising therefrom.

8. All claims for and rights to receive tax refunds with respect to taxable periods or portions thereof on or prior to the Closing Date.

9. All the minute books, corporate and ownership books and record and accounting books and records of the Seller and copies of all other Books and Records necessary for Seller to administer its estate.

10. All other assets which are not purchased by a buyer.

**EXHIBIT D**
**Assumed Liabilities**

None.

**EXHIBIT E**
**Litigation Claims**

1. Gao v. Pan et al., Cause No. D-1-GN-24-003302 (98th District Court, Travis County, Texas)

2. Saturn Data LLC v. Lonestar Dream et al., Case No. 493-08827-2025 (493rd District Court, Collin County, Texas)

3. DBR Land LLC v. Lonestar Taproot LLC and Lonestar Dream Inc., Case No. P-13332-112-CV (112th District Court, Pecos County, Texas)

4. SIAC Arbitration No. 532 of 2025 (ARB532/25/ZY): Liang, Lin v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

5. SIAC Arbitration No. 245 of 2022 (ARB/245/22/ALS): Li Bei v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

**EXHIBIT F**
**Environmental Matters**

None.

**EXHIBIT G**
**Escrow Agreement**

**Escrow Agreement**

This Escrow Agreement ("Agreement") is entered into as of this 23rd day of September, 2026 by and among LONESTAR DREAM INC., a Delaware corporation (the "Seller 1"), and LONESTAR TAPROOT LLC, a Delaware limited liability company ("Seller 2" and together with "Seller 1", each a "Seller", collectively, "Sellers"), RAPTOR BASIN LLC, a Delaware limited liability company ("Buyer") and Archer & Greiner, P.C. ("Escrow Agent"). Any terms not defined herein shall have the meaning ascribed to it in the Purchase Agreement (as defined below).

The Seller and the Buyer intend to enter into an Asset Purchase Agreement, dated as of September 21, 2026 (the "Purchase Agreement") pursuant to which Seller intends to sell and Buyer intends to purchase certain Purchased Assets including personal property, equipment and other assets located at that certain real property commonly known as and located at 4143 US Hwy 285, Fort Stockton, TX 79735, Pecos County, Texas. The Seller and the Buyer desire for Escrow Agent to hold in escrow the Good Faith Deposit of $7,725,000.00 (USD) (inclusive of amounts already deposited by Buyer and held by the Escrow Agent) and to disburse the same in accordance with the terms and provisions of this Agreement.

On July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case"). Subject to Seller's receipt of any higher and better offer for the Purchased Assets (as defined in the Purchase Agreement) in accordance with the Bidding Procedures and Bidding Procedures Order, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets in accordance with the Purchase Agreement and sections 105, 363, and 365 of the Bankruptcy Code

1. Delivery of Escrow Funds; Authorization of Escrow Agent. Buyer has delivered $1,981,625.00 (USD) of the Good Faith Deposit to Escrow Agent via wire transfer and shall deliver the balance of the Good Faith Deposit ($5,743,375.00 (USD)) to Escrow Agent via wire transfer within five (5) days from execution of the Purchase Agreement. The Good Faith Deposit shall be held by Escrow Agent in an interest-bearing account (the "Escrow Account"). The Good Faith Deposit together with any interest accrued thereon are hereinafter collectively referred to as the "Escrow Funds".

2. Release of Escrow Funds. Escrow Agent shall disburse the Escrow Funds in accordance with the provisions of this Agreement and the Purchase Agreement. Upon receipt of joint instructions from and executed by each of Seller and Buyer or their respective attorneys, in accordance with the Purchase Agreement, the Escrow Agent shall disburse the Escrow Funds in accordance with such notice, which shall include the name of each payee, the amount to be paid to each payee and wire instructions, if any. In no event shall the Escrow Agent be required to disburse any of the Escrow Funds unless and until it has confirmed and is reasonably satisfied that they are being disbursed to the proper party pursuant to this Agreement and the Purchase Agreement. All disbursements of the Escrow Funds shall be made via check or wired funds.

3. Disagreements. In the event of a disagreement about the interpretation of this Agreement or about the duties, rights and obligations of any action contemplated by Escrow Agent under this Agreement, or if there is a dispute between Seller and Buyer regarding the Escrow Funds, or the Escrow Agent receives conflicting demands or instructions with respect thereto, Escrow Agent may withhold disbursement or delivery of the same to either Party until Escrow Agent receives either: (a) joint written instructions from Seller and Buyer with respect to the disbursement or delivery of the Escrow Funds or any part thereof; or (b) an order entered by the Bankruptcy Court directing the disbursement or delivery of the Escrow Funds or any part thereof and thirty(30) days have passed since entry of such order without further court order directing the disposition thereof. Escrow Agent shall be entitled to rely upon the decision of

such court with respect to the disposition and entitlement of the Escrow Funds. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of Seller's bankruptcy estate under the United States Bankruptcy Code, and that such estate shall have no interest of any kind, under Chapter 5 of the Bankruptcy Code or applicable law (whether equitable or otherwise), in and to the Good Faith Deposit absent Bankruptcy Court order directing to the contrary, which order has not been stayed or overturned within 30 days of entry.

4. Scope of Responsibility. Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Agreement. Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with the Purchase Agreement, this Agreement, or any other agreement. Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the other terms and conditions of the Purchase Agreement or any other instrument or document other than this Agreement, whether or not a copy thereof has been provided to Escrow Agent; and Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of the Purchase Agreement or any other instrument or document. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of Escrow Agent shall be inferred or implied from the terms of this Agreement, the Purchase Agreement, or any other agreement.

5. Reliance. Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective attorneys (including office staff). Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person or persons' authority.

6. Indemnification. The Sellers, jointly and severally, shall indemnify, defend and hold harmless Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, in-house and/or outside attorneys' fees and expenses or other professional fees and expenses which Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against Escrow Agent, arising out of or relating in any way to this Agreement, or any transaction to which this Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of Escrow Agent. The provisions of this paragraph shall survive the resignation or removal of Escrow Agent and the termination of this Agreement. In the event Escrow Agent incurs legal fees in connection with the enforcement or interpretation of any provision of this agreement or to defend against any claim or allegation that Escrow Agent breached any duty or obligation under this agreement or otherwise, then Escrow Agent shall be entitled to recover from the Sellers Escrow Agent's actual costs and expenses, including attorneys' fees, incurred by Escrow Agent in connection therewith, with interest thereon from the date incurred. For purposes hereof, costs, expenses, and attorneys' fees shall include, without limitation, the actual costs and expenses, including attorneys' fees, incurred in recovering such costs, expenses, and attorneys' fees (including, without limitation, all judgment enforcement proceedings, contempt proceedings, garnishment, levy, debtor and third-party discovery and examinations, bankruptcy proceedings, and appellate proceedings).

7. Limitation of Liability. Escrow Agent shall not be liable, directly or indirectly, for, and the Parties hereby release Escrow Agent from, any (i) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which have been finally adjudicated to have directly resulted from Escrow Agent's gross negligence or willful misconduct, or (ii) special, indirect or consequential damages or losses of any kind whatsoever (including without limitation lost profits), even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the form of action.

8. Resignation or Removal. Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove Escrow Agent by furnishing to Escrow Agent a joint written notice of Escrow Agent's removal along with payment of all fees and expenses to which the Escrow Agent is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Funds and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, Escrow Agent shall have the right, but not the obligation to (a) petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties; (b) deposit the Escrow Funds with the Clerk of the Bankruptcy Court in which any litigation relating to the Purchase Agreement is pending and/or (c) take such reasonable affirmative steps as it may, at its option, elect in order to terminate its duties as Escrow Agent, including, without limitation, the depositing of the Escrow Funds with a court of competent jurisdiction and the commencement of an action for interpleader (and the costs thereof shall be, and thereupon Depositary shall be released of and from all liability hereunder except for any previous gross negligence or willful misconduct.

9. Notices. All notices, requests, demands, and other communications required under this Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by overnight delivery with a reputable national overnight delivery service, or (iii) by registered mail or by certified mail, return receipt requested, and postage prepaid, all at the addresses set forth below. It shall be the responsibility of each of the Parties to notify Escrow Agent and the other Parties in writing of any name or address changes. Communications shall be deemed to have been given on the date received.

Notices to Seller:

Lonestar Dream Inc.
Lonestar Taproot LLC

Attn: Michael DuFrayne, CRO
Email: mdufrayne@dufraynellc.com

and a copy to:

Archer & Greiner, P.C.

Attn: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com

If to Buyer:
Attn: Jimmy Martini
Hut 8 Corp.
777 Brickell Ave, Floor 2
Miami, FL 33131
(jimmy.martini@hut8.com)

With a copy to:

Andrew M. Carty
Brown Rudnick LLP

Seven Times Square
New York, NY 10036
(acarty@brownrudnick.com)

If to Escrow Agent:

Archer & Greiner, P.C.

Attention: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com

10. Amendments. This Agreement may not be changed, modified or terminated, nor may any provision hereunder be waived, except by an instrument executed by the parties hereto.

11. Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. The exchange of copies of this agreement, any amendments hereto, any signature pages required hereunder or any other documents required or contemplated hereunder by facsimile or via email transmission in Portable Document Format (.pdf) shall constitute effective execution and delivery of same as to the parties thereto and may be used in lieu of the original documents for all purposes.

12. Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

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

**SELLER:**

LONESTAR DREAM INC.

By: _____
Name: Kathy Zhang
Title: COO

LONESTAR TAPROOT LLC

By: _____
Name: Kathy Zhang
Title: COO

**BUYER:**

RAPTOR BASIN LLC

By: _____
Name:
Title:

[Signatures continue on following page]

**ESCROW AGENT:**

Archer & Greiner, P.C.

By: /s/ Stephen M Packman
Name: Stephen M. Packman
Title: Partner

**EXHIBIT H**
**FIRST AMENDED ASSET PURCHASE AGREEMENT**

232730422 v1

# FIRST AMENDED ASSET PURCHASE AGREEMENT (TARBUSH)

**THIS FIRST AMENDED ASSET PURCHASE AGREEMENT** ("First Amended Agreement"), dated as of August 24, 2026 (the "Effective Date"), is made by and between LONESTAR DREAM INC., a Delaware corporation (the "Seller 1") and LONESTAR TAPROOT LLC, a Delaware limited liability company (the "Seller 2" together with Seller 1, each a "Seller" and collectively, the "Sellers"), and THOR CALAP, LLC, a Delaware Limited Liability Company, for itself and any designees (collectively, the "Buyer" and, together with Seller, collectively, the "Parties" and, individually, a "Party"). Capitalized terms not defined herein are defined in the Agreement below, which definitions are incorporated herein by reference.

## RECITALS

**WHEREAS**, Sellers and Buyer executed and entered into an Asset Purchase Agreement ("Agreement"), dated as of July 22, 2026.

**WHEREAS**, pursuant to the terms of the Agreement, Sellers agreed to sell and Buyer agreed to purchase from Sellers the Purchased Assets, as defined in and attached to the Agreement.

**NOW THEREFORE,** in consideration of the mutual covenants, representations, warranties, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Sellers and Buyer agree as follows:

1. The Agreement is amended as set forth herein. No term or provision of the Agreement is amended, modified or abrogated except as set forth herein.

2. The Purchase Price set forth in section 1.6 of the Agreement is increased to $37,750,000 on account of Buyer's agreement to pay $750,000 of the Settlement Payment under the settlement agreement between Sellers and DBR Land, LLC.

3. The terms and provisions of the Indemnity Agreement between Sellers and Buyer annexed hereto as Exhibit "A" are hereby incorporated into the Agreement and this First Amended Agreement, and are agreed to by Sellers and Buyer, as if full set forth at length herein.

4. Seller agrees to promptly provide Buyer with an executed estoppel certificate in the form of that annexed hereto at Exhibit "B" (the "DBR Estoppel") from Delaware Basin Ranches Inc., and that it shall be a condition to the Buyer's obligation to close the transaction that is the subject of the Agreement that the executed DBR Estoppel is provided to Buyer at least ten (10) Business Days prior to the closing under the Agreement.

5. The terms and provisions of Section 10.8 through Section 10.23 of the Agreement are incorporated by reference as if fully set forth herein, except that all references in such Sections, as so incorporated by reference, to the "Agreement" are hereby replaced by references to this First Amended Agreement.

[Remainder of Page Intentionally Left Blank –
Signatures on Following Page(s)]

**IN WITNESS WHEREOF**, the Parties have duly executed this First Amended Agreement as of the date first written above.

**SELLER:**

**Lonestar Dream Inc.**

By: _____

Name: Kevin Pan
Title: CEO

**SELLER:**

**Lonestar Taproot LLC**

By: _____

Name: Kevin Pan
Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

**BUYER: THOR CALAP LLC**
on behalf of itself and its designees

By: _____

Name: Morris Missry
Title: Authorized Signatory

# INDEMNITY AGREEMENT OF BUYER

Sellers, LONESTAR DREAM INC. and LONESTAR TAPROOT LLC (collectively, "Sellers") and THOR CALAP LLC ("Buyer"), agree, as of August 24, 2026, to the terms and provisions of this Indemnity Agreement of Buyer ("Indemnity Agreement"), including but not limited to attachment of it to the Tarbush APA as an Exhibit thereto.

1. Buyer's access to and entry upon the Tarbush Property is expressly conditioned upon and subject to, inter alia, Buyer's agreement, on the terms and conditions set forth herein, to indemnify the Sellers and Sellers' bankruptcy estates, respective affiliates, partners, shareholders, officers, members, directors, agents and employees and their successors in interest and assigns, including any creditor trust, plan trust and/or fiduciary successor (collectively, "Seller Indemnified Parties", and each a "Seller Indemnified Party"). Buyer agrees to indemnify, defend, and hold harmless the Seller Indemnified Parties from and against any and all claims, liens, demands, losses, damages (excluding consequential, exemplary, punitive and special damages, unless asserted against a Seller Indemnified Party by a third party), liabilities, lawsuits, causes of action, judgments, costs, and expenses (including reasonable attorneys' fees and legal costs) caused by the Buyer's and its agents, employees, contractors, invitees or licensees (collectively, the "Buyer Representatives") activities in and upon the Tarbush Property, including but not limited to, (i) Buyer's removal of the Purchased Assets located at the Tarbush Property, (ii) the restoration of the portion of the Tarbush Property from which the Purchased Assets are removed as required by Paragraph 4(b) of that certain Term Surface Use Agreement dated November 234, 2021, as modified and amended by that certain Amendment No. 1 to Term Surface Use Agreement dated January 1, 2024 (such agreement, as so modified and amended, the "TSUA") between Seller and DBR Land, LLC ("DBR"), and (iii) in the event the removal of the Purchased Assets and other activities of Buyer or Buyer Representatives on the Tarbush Property cause any contamination of the Tarbush Property by materials or substances regulated under applicable statutes, laws, codes, rules, regulations, orders and degrees of governmental or quasi-governmental authorities exercising jurisdiction (collectively, "Environmental Laws") as toxic or otherwise posing a risk to human health or the environment (collectively, "Hazardous Substances"), all remediation of such Hazardous Substances and restoration under Environmental Laws required under Section 3(c) of the TSUA. The indemnity obligation from Buyer to the Seller Indemnified Parties includes, but is not limited to, claims for personal injury, death, or property damage caused by the Buyer Representatives, or any of them. Buyer's indemnity shall exclude any such loss arising from the negligence or willful misconduct of Sellers or any other Seller Indemnified Party or the mere discovery of any pre-existing condition or latent defect on the Tarbush Property which is not exacerbated by Buyer.

2. The Buyer agrees that its access to and activities upon the Tarbush Property are subject to the terms and conditions of the TSUA, including, without limitation, those applicable to the removal of the Purchased Assets located at the Tarbush Property. In addition, Buyer agrees to (i) restore the portion of the Tarbush Property from which the Purchased Assets are removed as required by Section 4(b) of the TSUA, and (iii)

in the event the removal of the Purchased Assets and other activities of Buyer or Buyer Representatives on the Tarbush Property cause any contamination of the Tarbush Property by Hazardous Substances, all remediation of such Hazardous Substances and restoration under Environmental Laws required under Section 3(c) of the TSUA. Buyer agrees not to breach the terms and conditions of the TSUA in connection with its access to and activities upon the Tarbush Property. The Buyer shall, at its sole cost and expense, maintain Commercial General Liability insurance, on an occurrence basis, with a minimum limit of $10,000,000 per occurrence, $10,000,000 in the aggregate. Such policy or policies shall name the Seller Indemnified Parties as additional insureds and provide a Certificate of Insurance to the Seller Indemnified Parties prior to entering upon the Tarbush Property. In addition, Buyer shall cause any contractors, riggers, representatives and agents engaged by or on behalf of the Buyer or Buyer Representatives and entering upon the Tarbush Property to maintain insurance as required under the TSUA. Buyer's obligations to the Seller Indemnified Parties under this Indemnity Agreement are in no way limited by the coverage amount(s) of the required insurance or the amounts available under such insurance.

3. Buyer agrees to (i) the following provisions of the Stipulation and Agreed Order ("DBR Settlement Order") between Sellers and DBR and (ii) the inclusion of the indemnity and other obligations herein and in paragraph 6 of the DBR Settlement Order set forth below, in the Order of the Bankruptcy Court approving the sale of the Purchased Assets to Buyer ("Sale Order"):

   a. (4) The purchaser of the Purchased Assets (the "Purchaser") and Debtors will have nine (9) months from the closing of the Tarbush sale (or, if the Tarbush sale closing does not occur prior to November 30, 2026, nine (9) months from the date that the Settlement Payment is made to DBR) to remove the Assets and any other Remaining Property from the Land (other than the water well and associated equipment) and to remediate the site as required in the TSUA. Purchaser's and Debtors' remediation obligations will not apply to the freshwater well and the related improvements for its operation. Purchaser and Debtors will be obligated to remove and remediate the cement pads on the Land unless the parties agree on an amount for Purchaser to pay to DBR to waive the remediation obligation for removal of the cement pads, the amount for which will be based on third party bids obtained by DBR for the removal of the pads; and

   b. (6) The Sale Order must include an obligation of the Purchaser to indemnify DBR for any damages to DBR's property in the form of the Indemnity Agreement of Buyer attached as Exhibit A to the First Amended Asset Purchase Agreement (Tarbush), including the Land, or to personnel working on behalf of Purchaser for the removal of the Assets, the Remaining Property, and/or remediation of the Land that occur prior to Closing and during the removal and remediation process.

4. Upon completion of Buyer's access to and use of the Tarbush Property, including removal of all Purchased Assets, Buyer agrees to and shall restore the areas of the Tarbush Property from which the Purchased Assets were removed to their original

condition, as required under Section 4(b) of the TSUA, at the Buyer's sole cost and expense.

5. The indemnity and additional obligations of Buyer under this Indemnity Agreement shall survive termination or expiration of the access rights granted to Buyer pursuant to the DBR Settlement Order and constitute a continuing, agreed obligation of Buyer to Seller subsequent to closing of the Tarbush APA; the terms and provisions of the Tarbush APA are incorporated herein by reference.

6. Notwithstanding anything under this Indemnity Agreement or the Tarbush APA to the contrary, (i) Buyer shall not be obligated to restore any portions of the Tarbush Property other than the portions of the Tarbush Property from which the Purchased Assets are removed by Buyer or the Buyer Representatives, (ii) Buyer shall have no obligation to remove or remediate any Hazardous Substances or contamination by Hazardous Substances the presence of which was not caused by Buyer or the Buyer Representatives, and (iii) Buyer shall not have any liability with respect to Hazardous Substances other than Hazardous Substances, and contamination by Hazardous Substances, the presence of which was caused by Buyer or the Buyer Representatives. Notwithstanding anything in this Indemnity Agreement to the contrary, Buyer will be responsible for pre-existing Hazardous Substances that are disclosed to Buyer in writing prior to Buyer or the Buyer Representatives conducting their applicable activities at the Tarbush Property, or that Buyer or the Buyer Representatives would have discovered if it or the Buyer Representatives had exercised industry-standard care and practice, to the extent they are exacerbated by Buyer's or the Buyer's Representatives access to or activities upon the Tarbush Property.

[Remainder of Page Intentionally Left Blank –
Signatures on Following Page(s)]

**SELLER:**

**LONESTAR DREAM INC.**

By:_____

Name: Kevin Pan
Title: CEO

**SELLER:**

**LONESTAR TAPROOT LLC**

By:_____

Name: Kevin Pan
Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

**BUYER:**

**THOR CALAP LLC**
on behalf of itself and its designees

By:_____

Name: Morris Missry
Title: Authorized Signatory

SimplyAgree Sign signature packet ID: 5c7dce50-65e4-41e1-883b-e8b7abc8471b


**Delaware Basin Ranches Inc.**
840 Gessner, Suite 100
Houston, Texas 77024

August 25, 2026

Thor CALAP, LLC
c/o Thor Equities, LLC
25 West 39th Street
New York, NY 10018

Re: 4143 US Hwy 285, Fort Stockton (Pecos County), TX 79735

Dear Ladies and Gentlemen:

Reference is made to that certain Master Lease, effective as of October 15, 2021 (the "Master Lease"), by and between Delaware Basin Ranches Inc. (together with its successors and assigns, "DBR Inc."), as lessor, and DBR Land LLC (together with its successors and assigns, "DBR Land"), as lessee, and that certain Term Surface Use Agreement dated November 24, 2021 (the "TSUA"), by and between DBR Land, as grantor, and Lonestar Dream Inc. (together with its successors and assigns, "Lonestar"), as lessee.

DBR Inc. hereby certifies and confirms to Thor CALAP, LLC and its investors and lenders, and their respective successors and assigns (collectively, "Thor"), that (i) as between DBR Inc. and DBR Land, DBR Land had and has all authority and right to enter into the TSUA and to perform its obligations thereunder, and (ii) nothing in the Master Lease contradicts any of the terms and provisions of the TSUA or prevents or otherwise interferes with DBR Land's performance of its covenants and obligations under the TSUA, or Lonestar's rights and remedies under and with respect to the TSUA.

DBR Inc. further acknowledges and agrees that Thor will be relying upon DBR Inc.'s certifications herein in determining whether to enter into a transaction with Lonestar involving the TSUA, and that DBR Inc. is hereby estopped from making any claim or asserting any factual claims against Thor that contradicts such certifications.

Delaware Basin Ranches Inc.

By: Harrison Bolling
Name: Harrison Bolling
Title: EVP, General Counsel

# ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** ("Agreement"), dated as of September ~~8~~21, 2026 (the "Effective Date"), is made by and between LONESTAR DREAM INC., a Delaware corporation (the "Seller 1") and LONESTAR TAPROOT LLC, A Delaware Limited Liability Company (the "Seller 2" together with Seller 1, each a "Seller" and collectively, the "Sellers"), and ~~a subsidiary or affiliate of Hut 8 Corp. organized under the laws of the State of Delaware and to be formed at or prior to Closing~~MESQUITE FALCON LLC, a Delaware limited liability company (the "Buyer" and, together with Seller, collectively, the "Parties" and, individually, a "Party"). Capitalized terms used in this Agreement are as defined herein.

## RECITALS

**WHEREAS**, Seller was engaged in the business of, *inter alia*, crypto mining and hosting operations (the "Business") at the Pyote Property set forth below through July 10, 2026.

**WHEREAS**, Seller is the owner of that certain real property located at 3072 FM 1927, Pyote, TX 79777 in Ward County, Texas, (known as the "Pyote Property").

**WHEREAS**, Seller is the owner of certain personal property, equipment and other assets located at the Pyote Property and set forth on the **Exhibit "A"** attached hereto (together with the Pyote Property, the "Purchased Assets").

**WHEREAS**, on July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case").

**WHEREAS**, subject to Seller's receipt of any higher and better offer for the Purchased Assets (as defined herein) in accordance with the Bidding Procedures and Bidding Procedures Order, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets in accordance with this Agreement and sections 105, 363, and 365 of the Bankruptcy Code.

**WHEREAS,** the execution and delivery of this Agreement and Seller's ability to consummate the transactions set forth in this Agreement, are subject to entry of the Sale Approval Order.

**NOW THEREFORE,** in consideration of the mutual covenants, representations, warranties, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

## ARTICLE I~~ARTICLE I~~
## SALE OF ASSETS AND REAL PROPERTY

I.1 Sale of Purchased Assets.

(a) On the Closing Date and subject to the terms and conditions and exclusions contained in this Agreement (including but not limited to Section 1.3) and subject to Permitted Liens as defined herein, each Seller will sell, transfer, convey, assign, and deliver all of Seller's right, title, and interest in and to the Purchased Assets, free and clear of any and all interests, Claims, obligations, rights, encumbrances, pledges, and liens in, against or with respect to any of the Purchased Assets or each Seller having arisen, existed or accrued prior to and through the Closing Date, whether direct or indirect, absolute or contingent, choate or inchoate, known or unknown, matured or unmatured, liquidated or unliquidated, arising or imposed by agreement, understanding, law, equity, statute or otherwise and whether arising prior to, on or after the petition sate, including claims or liabilities otherwise arising under doctrines of successor liability, *de facto* merger or substantial continuity or liabilities or obligations arising under any law or orders (collectively, "Liens").

(b) The Purchased Assets include the following assets of Seller:

(i) The Pyote Property and additional assets set forth on **Exhibit "A"** hereto;

(ii) the ~~**power rights**~~Power Rights associated with the Pyote Property;

(iii) all rights under those executory contracts (the "Contracts") and personal property and commercial real property leases (the "Leases") set forth on **Exhibit "B"** attached hereto. The Contracts and Leases are herein, at times, collectively referred to as the "Assumed Contracts" and, individually, as an "Assumed Contract"; provided however, that Buyer may at any time prior to Closing remove any Assumed Contracts from **Exhibit "B"**. Upon removal, such Contracts or Leases shall no longer be an Assumed Contract;

(iv) all claims under existing insurance policies to the extent such policies may provide coverage or a defense with respect to the Purchased Assets;

(v) any and all transferable federal, state, local and foreign governmental Permits, authorizations, and approvals of Seller related to the Purchased Assets;

(vi) copies of documents relating to the Purchased Assets.

I.2 Instruments of Conveyance and Transfer.

(a) Upon the Closing, Seller shall deliver to Buyer possession of the Purchased Assets and convey to Buyer clear title to all of the Purchased Assets.

(b) At the Closing, Seller shall execute and deliver to Buyer a bill of sale and such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as are reasonably necessary to transfer, convey, and assign good and marketable title to Buyer of the Purchased Assets, free and clear of any and all Liens except for Permitted Liens.

(c) At the Closing, Seller shall convey the Pyote Property to Buyer pursuant to a Special Warranty Deed ("Warranty Deed") in the form customarily used in similar transactions in Texas and approved and prepared by Buyer and such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer reasonably deems desirable to for Seller to transfer, convey, and assign its good and marketable title to the Pyote Property to Buyer, free and clear of any and all Liens except Permitted Liens.

I.3 Excluded Assets. The Purchased Assets shall exclude all assets and interests of the Seller set forth on **Exhibit "C"** hereto (collectively, the "Excluded Assets").

I.4 Assumed Liabilities. As of the Closing, Buyer shall assume, and pay when due, all Cure Costs due on the Assumed Contracts and any other liabilities of Seller which Buyer has expressly agreed in writing to assume as set forth on **Exhibit "D"** (collectively, the "Assumed Liabilities"); provided however, that Buyer may at any time prior to Closing remove any Assumed Liabilities from **Exhibit "D"**. Upon removal, such liabilities shall no longer be an Assumed Liability.

I.5 Excluded Liabilities Notwithstanding anything to the contrary in this Agreement, except for the Assumed Liabilities set forth herein, Buyer shall not assume, or become obligated in any way to pay, any of Seller's liabilities, obligations, or debts of any kind whatsoever, whether accrued, absolute, contingent, or otherwise, whether known or unknown, whether due or to become due, and regardless of when or by whom asserted, including, without limitation, to the following (collectively, the "Excluded Liabilities"):

(a) any of Seller's liabilities under this Agreement, and any other agreements (written or oral) entered into by Seller other than the Assumed Contracts.

(b) any liabilities from the Seller's business ("Business") that took place prior to the Closing;

(c) any note payable in favor of, or any other amount owed to, any of Seller's lenders or creditors;

(d) any liability of Seller with respect to any Taxes;

(e) any of Seller's liabilities (i) arising by reason of any violation or alleged violation of any federal, state, or foreign law, or any requirement of any

Governmental Entity, (ii) arising by reason of any breach or alleged breach by Seller of any contract, agreement, license,

commitment, instrument, judgment, order, or decree, (iii) arising under any environmental, health, and safety laws, regulations, and/or requirements;

(f) any liability of Seller arising out of the injury to or death of any individual, or damage to or destruction of any property, whether based on negligence, breach of warranty, strict liability, enterprise liability, or any other legal or equitable theory, and arising from or related to products (or parts or components thereof) distributed or otherwise disposed of or for services performed by Seller, to the extent any of such Liabilities result from or arise out of events, facts, or circumstances occurring or existing on or prior to the Closing, notwithstanding that the date on which any Proceeding or Claim therefor is commenced or made after the Closing;

(g) any of Seller's liabilities, including legal fees and expenses, for vacation pay, sick pay, holiday pay, salary, bonuses, severance pay, workers' compensation, benefits, fringe benefits or other payments or liabilities of any kind to any current or former employee of, or any party who was hired or engaged by, Seller, or under any employee benefit or employee benefit plan, resulting from Seller's conduct before the Closing Date;

(h) any of Seller's liability for any expenses or fees related to the negotiation, preparation, approval, or execution of this Agreement or its transactions (including attorneys', accountants', and brokerage fees incurred by or charged to Seller);

(i) any of Seller's liabilities arising from conduct before the Closing, or the actions of its officers, directors, shareholders, employees, consultants, contractors, agents, or advisors; and

(j) any of Seller's other liabilities other than the Assumed Liabilities.

~~(j)~~ Seller acknowledges that it retains the Excluded Liabilities.

I.6 Purchase Price. The purchase price to be paid by Buyer to Seller for the Purchased Assets shall be ~~**Fifteen**~~Thirty-Seven Million~~**, Eight Hundred and Fifty Thousand**~~ U.S. Dollars ($~~**15,850,000**~~37,000,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) A deposit of ~~**5**~~7.5% of the Purchase Price in the amount of Two Million, Seven-Hundred and ~~**Ninety Two Thousand, Five Hundred Dollars ($792,500**~~Seventy-Five Thousand U.S. Dollars ($2,775,000.00) (with crediting for the funds previously deposited with Seller's escrow agent, Archer & Greiner, from Buyer in the amount of $792,500.00) shall be paid by Buyer to Seller within five (5) days of signing this Agreement ("Good Faith Deposit"), to be held in an interest-bearing escrow account by Seller's counsel (the "Escrow Agent") and pursuant to an escrow agreement in form

and substance reasonably acceptable to Buyer and Seller, attached hereto as **Exhibit "I"** (the "Escrow Agreement") until Closing, with the funds (including any interest earned thereon) to be applied to the Purchase Price on a dollar-for-dollar basis at Closing. The Escrow Agent shall not release, transfer, apply or otherwise dispose of the Good Faith Deposit except (i) at Closing, in accordance with joint written instructions from Buyer and Seller, (ii) pursuant to a written agreement executed by Buyer and Seller, or (iii) pursuant to a final, non-appealable order of a court of competent jurisdiction. The

Escrow Agent shall have no discretion or authority to determine entitlement to the Good Faith Deposit. All escrow fees and costs shall be borne by Seller unless otherwise agreed by the parties;

(b) The balance of the Purchase Price ~~of~~ shall be paid by Buyer to Seller at Closing (the "Closing Payment")~~.~~; and

(c) The Good Faith Deposit shall be fully refundable (with interest) as set forth herein. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of the Estate under the Bankruptcy Code, that Seller's Estate shall have no interest of any kind under Chapter 5 of the Bankruptcy Code or applicable law (equitable or otherwise) in and to the Good Faith Deposit and the Escrow Agent shall hold the Good Faith Deposit in trust in accordance with this Agreement. In the event that Buyer purchases the Purchased Assets and the sale closes, then all Good Faith Deposit payments made by Buyer pursuant to the terms of this Agreement (together with any interest earned thereon) shall be credited to and offset against the Purchase Price and paid to the credit of Seller at the Closing.

I.7 Allocation of Purchase Price. The Allocation of the Purchase Price shall be determined by the Buyer as soon as commercially practicable, but no later than one hundred and eighty (180) days after the Closing. The Parties hereby agree that they shall file all federal, state, and local Tax Returns and reports in a manner consistent with such allocation, and that neither Party will assert or maintain a position inconsistent with such allocation in any administrative or judicial proceeding, including any tax audit or tax proceeding.

I.8 Transfer Taxes. The Party that is required by applicable Law to pay any and all bulk sale, stamp, documentary, filing, recording, registration, sales, use, transfer, ~~added-value~~added-value or other non-income Tax, fee, or governmental charge imposed under applicable Law in connection with the transactions contemplated hereby (the "Transfer Taxes") shall be responsible for paying that Party's Transfer Taxes. ~~Notwithstanding the foregoing, Seller shall be solely responsible for and shall pay all Transfer Taxes. To the extent applicable Law imposes liability for any Transfer Taxes on Buyer, Seller shall promptly reimburse Buyer for any such amounts paid by Buyer.~~ The Party that is required by applicable Law to file any Tax Returns in connection with Transfer Taxes described in the immediately preceding sentence shall prepare and timely file such Tax Returns. Seller shall timely provide Buyer with all information and documentation reasonably requested by Buyer in connection with such

Tax Returns and shall execute any documents reasonably requested by Buyer in connection therewith. Buyer shall be entitled to receive such Tax Returns and other documentation reasonably in advance of filing by the Seller, but not less than ten (10) Business Days prior to the due date of such Tax Returns, and such Tax Returns and other documentation shall be subject to Buyer's approval, which shall not be unreasonably withheld, delayed, or conditioned. Buyer and Seller shall cooperate in making, in a timely manner, all Tax Returns, filings, reports, forms and other documentation as are necessary or appropriate to comply with all applicable Laws in connection with the payment of Transfer Taxes and shall cooperate in good faith to minimize, to the fullest extent possible under such

Laws, the amount of any such Transfer Taxes. Seller shall take all actions reasonably requested by Buyer to obtain any available exemption, reduction or refund of any Transfer Taxes.

I.9 Proration. All monthly payments (the "Prorated Charges") for the month in which the Closing occurs (including utility charges) shall be apportioned and prorated between Seller and Buyer as of the Closing Date with (i) Buyer bearing the expense of Buyer's proportionate share of such Prorated Charges that shall be equal to the product obtained by multiplying (A) a fraction, the numerator being the amount of the Prorated Charges and the denominator being the total number of days in the month in which the Closing occurs, times (B) the number of days following the day that immediately precedes the Closing Date and paying such amount to Seller to the extent payment for such Prorated Charges has been made by Seller prior to the Closing, and (ii) Seller bearing the remaining portion of such Prorated Charges (and paying the amounts thereof to Buyer to the extent payment for such Prorated Charges has not been previously made by Seller). Seller shall be responsible for any and all taxes and assessments, including any interest, penalties or fees, incurred prior to the Closing and any transfer taxes associated with the transfer of the Real Property to Buyer. Buyer shall be responsible for all taxes and assessments accruing after the Closing. The Closing statement to be prepared by Buyer's title company (the "Title Company") shall reflect such proration based on the most recent and available tax rate and valuation. Any other costs or expenses, if any, shall be allocated between and charged to Buyer and Seller in accordance with the Title Company's usual practices. Seller shall be responsible for the cost of the preparation and delivery of all documents to be furnished by Seller. Buyer shall be responsible for the cost of recording the deed and the cost of purchasing a title insurance policy. The Closing fee of the Title Company will be paid by Buyer. Except as set forth herein, no amounts paid or payable under or in respect of any Purchased Asset or group of Purchased Assets shall be apportioned and prorated between Seller and Buyer.

I.10 Sales Tax. Buyer shall be responsible for and pay any and all sales tax due and payable arising from the transactions contemplated by this Agreement.

I.11 Title Commitment/Survey.

~~(a)~~ (a) Within five (5) days after the Effective Date, Seller shall deliver to Buyer:

(i) copies of all existing owner's and lender's title policies relating to the Pyote Property; (ii) all existing surveys of the Pyote Property; and (iii) all engineering, environmental, geotechnical, wetlands, seismic, structural, zoning and other third-party reports concerning the Pyote Property in Seller's possession or control.

~~(b)~~ (b) Buyer shall obtain a title commitment for the Pyote Property (the "Title Commitment"). Buyer may object ("Title Objection") in writing to any title matter disclosed in the Title Commitment or any amendment, update or continuation thereof ~~**at any time prior to the expiration of the Due Diligence Expiration Date (or, as to any liens or other encumbrances that come of record after the effective date of the last Title Commitment or title update obtained by Buyer during the Due Diligence Period, which last title update shall not be earlier than August 4, 2026, at any time prior to the Closing)**~~through October 15, 2026. Seller shall, on or before Closing, with respect to a Title

Objection, use its reasonable best efforts to remove all liens, claims, encumbrances, title defects and other title exceptions affecting the Pyote Property, excluding Permitted Liens such as mineral rights, rights of way and easements granted to public utilities and for gas or electric, including any disclosed in any update to the Title Commitment, except Permitted Liens and those Title Objections expressly approved in writing by Buyer. Notwithstanding the foregoing, Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing: (i) any title defects which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Pyote Property on or following the Effective Date (other than with the prior written approval of Buyer); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Pyote Property of a definite and ascertainable amount, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing (collectively, the "Mandatory Title Removal Items"). Buyer shall have no obligation to accept any title exception subject to a timely raised Title Objection ~~**raised before the Due Diligence Expiration Date,**~~ not expressly approved by Buyer in writing.

~~(c)~~ (c) If Seller is unable or unwilling to convey title to the Pyote Property in accordance with this Agreement on or before Closing, Buyer may, at its sole option: (i) terminate this Agreement and receive the immediate return of the Good Faith Deposit, whereupon neither party shall have any further obligations hereunder except those that expressly survive termination; or (ii) waive such objection and proceed to Closing without waiving any other rights or remedies available under this Agreement or applicable law.

~~(d)~~ (d) Seller may satisfy and discharge Mandatory Title Removal Items from the proceeds of Closing, provided that the Title Company issues the Title Policy without exception for such Mandatory Title Removal Items or other title defects subject to a Title Objection.

~~(e)~~ (e) Seller shall execute and deliver all affidavits, releases, payoff letters, curative documents and other instruments reasonably required by Buyer or the Title Company to permit issuance of an owner's title insurance policy (the "Title Policy") insuring fee simple title to the Pyote Property, effective as of Closing, free and clear of all liens, claims, encumbrances and title exceptions raised by Buyer as Title Objections, other than Permitted Liens and those expressly approved herein and otherwise in writing by Buyer.

~~(f)~~ (f) If requested by Buyer, and pursuant to a Title Objection, Seller shall use commercially reasonable efforts to obtain and deliver any estoppel certificates, lien waivers, subordinations, non-disturbance agreements or other documentation relating to the Pyote Property reasonably required by Buyer or the Title Company.

~~(g)~~ (g) Notwithstanding anything herein to the contrary, Seller shall convey the Pyote Property pursuant to the Sale Approval Order free and clear of all liens, claims, interests, encumbrances and title exceptions to the fullest extent authorized under the Bankruptcy Code, except only those matters raised as Title Objections unless Permitted Liens or otherwise expressly

approved herein and otherwise in writing by Buyer, with all such liens, claims and interests attaching solely to the proceeds of sale to the extent provided in the Sale Approval Order.

## ARTICLE II ~~CLOSING~~ CLOSING

II.1 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place on ~~or before November 30~~December 15, 2026, pursuant to the Sale Approval Order (or on such other date as may be agreed by the Parties and/or ordered by the Bankruptcy Court (conditioned, if applicable, upon the Bankruptcy Court making a finding under Fed. R. Bankr. P. 6004(h)) (the "Closing Date")). Upon written notice to Buyer prior to the Closing Date, the Sellers may extend the Closing Date to January 14, 2027 (the "January Closing Date"), provided that the Purchase Price shall be reduced by $75,000. Upon written notice to Buyer prior to the January Closing Date, the Sellers may extend the Closing Date to February 13, 2027 (the "February Closing Date"), provided that the Purchase Price shall be reduced by an additional $150,000. Upon written notice to Buyer prior to the February Closing Date, the Sellers may extend the Closing Date to March 15, 2027 (the "March Closing Date"), provided that the Purchase Price shall be reduced by an additional $250,000. Unless otherwise agreed to in writing by the Parties, the Closing Date shall not extend subsequent to the March Closing Date.

II.2 Deliveries to be Made by Seller at Closing. At the Closing, Seller shall deliver the following to Buyer free and clear of Liens, except Permitted Liens, all of which shall be properly authorized and executed by Seller and acceptable to Buyer in its ~~sole and absolute~~reasonable discretion:

(a) possession of the Purchased Assets;

(b) a bill of sale and/or such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer may deem desirable in a form reasonably satisfactory to Buyer, conveying title from Seller to Buyer to the Purchased Assets, free and clear of any and all Liens, except Permitted Liens;

(c) the Assignment and Assumption Agreement;

(d) such affidavits, certifications and other documentation evidencing the authority of the person executing the subject documents on behalf of Seller in a form acceptable to Buyer;

(e) An Owner's title affidavit (the "Title Affidavit"), affidavit of Seller's Residence ("Seller's Residence Affidavit"), Broker's affidavit ("Broker's Affidavit"), Broker's lien waiver ("Broker's Lien Waiver"), 1099-S certification ("1099-S Certification") and, if applicable, an Affidavit of Exemption from Withholding ("Exemption Affidavit") in the forms annexed hereto as **Exhibit "G-1"** and, if Seller has retained a person or entity (other than an employee of Seller) to manage the Pyote Property or any portion thereof and does not include in the Title Affidavit such certifications as the Title Company shall reasonably require to omit from the Purchaser's title policy exceptions for possible liens of the property manager, and, if applicable, a Property Manager Lien Waiver (the "Property Manager Lien Waiver") duly executed by Seller and the property manager in the form annexed hereto as **Exhibit "G-2"**.

(f) Such other documents, instruments or agreements as may be reasonably requested by Buyer or the Title Company to consummate the Closing of the Pyote Property in accordance with the terms of this Agreement;

(g) if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than any liens for *ad valorem* taxes falling due after Closing or any additional exceptions approved by Buyer in writing herein or otherwise, or as otherwise required by law ~~**or permitted under this Agreement**~~ (collectively, "Permitted Liens")) affecting the Purchased Assets to the maximum extent permitted by Section 363 of the Bankruptcy Code, such releases and termination statements with respect to all Liens (other than Permitted Liens) on the Purchased Assets as may be necessary and required by Buyer; provided, however, nothing herein shall obligate Buyer to proceed to Closing if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than Permitted Liens) to the maximum extent permitted by Section 363 of the Bankruptcy Code;

(h) such other documents of assignment and transfer as may be reasonably required to vest all right, title, and interest of Seller in and to the Purchased Assets in Buyer;

(i) an assignment and assumption agreement relating to the Assumed Contracts in a form reasonably satisfactory to Buyer (the "Assignment and Assumption Agreement") duly executed by Seller;

(j) resolution of the board of directors of Seller authorizing the execution and delivery of this Agreement and all documents contemplated hereby and consummation of the transaction contemplated herein;

(k) A certificate (the "Seller's Representation Update Certificate") stating that all of Seller's representations and warranties set forth in this Agreement remain true and correct in all respects at and as of Closing, except as otherwise set forth in such certificate and in the form annexed hereto as **Exhibit "H"**, subject to modifications to reflect facts and circumstances existing as of the Closing Date for reasons other than Seller's breach of this Agreement

(l) an executed certificate of Seller to the effect that, as of the Closing Date, all representations and warranties of Seller contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Seller contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date;

(m) an information reporting form for purposes of preparing an IRS Form 1099-S;

~~S;~~

~~(n) proof, in form and substance satisfactory to Buyer, of satisfaction of the Mineral Rights Condition; and~~

(n) ~~(o)~~ such other documents as shall be reasonably requested by Buyer, its counsel or its title company in connection with the transactions contemplated by this Agreement.

II.3 Deliveries to be Made by Buyer at the Closing. At the Closing, Buyer shall deliver the following to Seller:

(a) the Closing Payment;

(b) the Assignment and Assumption Agreement;

(c) resolutions of the Buyer authorizing the execution and delivery of this Agreement and of all documents contemplated hereby and consummation of the transaction contemplated herein;

(d) an executed certificate of Buyer to the effect that, as of the Closing Date, all representations and warranties of Buyer contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Buyer contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date; and

(e) such other documents as shall be reasonably requested by Seller or its counsel in connection with the transactions contemplated by this Agreement. and closing of the sale transactions herein.

## ARTICLE III~~ARTICLE III~~
## REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, each Seller jointly and severally hereby represents and warrants to the Buyer as of the Effective Date and as of the Closing Date, as if such representations and warranties had been made at the Closing Date, as follows:

III.1 Organization and Authority. Seller 1 is a corporation and Seller 2 is a limited liability company, and each Seller is duly organized, validly existing, and in good standing under the laws of the State of Delaware. This Agreement and Seller's execution thereof has been duly authorized by all necessary corporate action. Seller has obtained and currently maintains all qualifications to do business as a foreign entity in all other jurisdictions in which the character of Seller's properties or the nature of Seller's activities require it to be so qualified. Subject to entry of the Sale Approval Order by the Bankruptcy Court, Seller has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Seller that is enforceable in accordance with its terms.

III.2 Governmental Authorization. The execution, delivery, and performance by Seller of this Agreement requires no action by, or filing with, any governmental body, agency, or official, other than approvals of authorization by the Bankruptcy Court~~.~~ and Approvals as set forth in Section 7.2(c), and all such approvals, authorizations, consents, notices and filings necessary for Seller to consummate the transactions contemplated hereby shall have been duly obtained, made or given prior to the Closing and shall be in full force and effect. No other consent, approval, authorization, order, permit or filing

is required that would prevent, delay or impair Seller's ability to consummate the transactions contemplated hereby or Buyer's ownership or use of the Purchased Assets following the Closing.

III.3 No Conflict. Subject to entry of the Sale Approval Order, the execution, delivery and performance of this Agreement by Sellers do not and will not (a) violate each Seller's Organizational Documents, (b) violate any applicable Law or Order applicable to each Seller or the Purchased Assets, (c) result in any breach or default under any material Contract relating to the Purchased Assets, or (d) result in the creation of any Lien on the Purchased Assets other than Permitted Liens.

III.4 Litigation. Except as disclosed in the Bankruptcy Case or on **Exhibit "E"** there is no action, suit, proceeding, arbitration, investigation or governmental inquiry pending or, to Seller's knowledge, threatened against Seller or affecting the Purchased Assets that would reasonably be expected to materially impair the Purchased Assets or prevent or delay the consummation of the transactions contemplated hereby.

III.5 Sufficiency of and Title to the Purchased Assets. Each Seller has and, pursuant to the Sale Approval Order and upon Closing, Buyer shall acquire good, valid and marketable title in and to the Purchased Assets, free and clear of all Liens, other than Permitted Liens expressly assumed by Buyer pursuant to this Agreement. Seller has good and valid title to, or a valid and enforceable right to transfer, each of the Purchased Assets. None of the Purchased Assets is subject to any restriction on transfer or other agreement that would impair Buyer's ownership, use or enjoyment thereof following the Closing. For the avoidance of doubt, to the extent anyone asserts a fractional ownership interest in the Pyote Property, Seller shall deliver the Pyote Property to Buyer free and clear of all such Fractional Ownership Interests at Closing, unless otherwise agreed to by Buyer in writing.

III.6 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court and Approvals, there is no agreement or other instrument binding upon Sellers requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

III.7 Utilities. Seller has not received any written notice that any electrical service, power allocation, interconnection rights, utility service, water, sewer, telecommunications or other utility serving the Purchased Assets will be reduced, terminated or materially modified. To Seller's knowledge, there exists no condition that would materially impair the transfer or continued availability of such utility rights following Closing.

III.8 Assumed Contracts. Each Seller has made available to Buyer a copy of all Assumed Contracts, together with all amendments, exhibits, attachments, waivers, or other changes thereto and, to Seller's knowledge, such copies are true, correct and complete in all material respects and constitute all documents comprising the Assumed Contracts. Sellers have not received any written notice of any material default by any party under any Assumed Contract that remains uncured, except as disclosed to Buyer in writing. Each Seller represents that it has not taken or failed to take any action that would impair its ability to assume and assign any Assumed Contract designated for assumption and assignment pursuant to this Agreement. Sellers shall use

commercially reasonable efforts to obtain entry of all orders and take all actions reasonably necessary to facilitate the assumption and assignment of the Assumed Contracts designated by Buyer. Buyer acknowledges that the Bankruptcy Court may not approve assumption and assignment of all contracts designated by the Buyer hereunder provided, however, that Buyer

shall not be obligated to close if the failure to assume and assign any Assumed Contract designated by Buyer would reasonably be expected to have a Material Adverse Effect on the Purchased Assets.

III.9 Certain Fees. Other than DuFrayne LLC, Seller has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement or the transactions this Agreement contemplates.

III.10 Notices of Certain Events. Sellers shall promptly notify Buyer of:

(a) Any notice or other written communication from any third-party alleging that the consent of such third-party is or may be required in connection with the consummation of the transactions contemplated by this Agreement; and

(b) Any material written communication from any governmental or regulatory agency or authority in connection with or relating to the transactions contemplated by this Agreement.

III.11 Equipment. All of Seller's equipment ("Equipment") is owned by the Sellers and, when conveyed by Sellers to Buyer, will be owned by Buyer free and clear of all Liens except Permitted Liens. The Equipment constitutes all material equipment owned by Seller and used in connection with the Purchased Assets and is in substantially the same condition as of the Effective Date, ordinary wear and tear excepted. Seller has not leased, licensed or otherwise granted any third party any right to possess or use any Equipment, except as disclosed in this Agreement or the Disclosure Schedules. Upon the Closing, Buyer shall acquire good and marketable title to the Equipment, free and clear of all Liens other than Permitted Liens, together with all warranties, guarantees and similar rights, to the extent transferable.

III.12 Permits. Sellers possess all material permits, licenses, approvals and governmental authorizations necessary for the ownership and operation of the Purchased Assets as presently conducted, and such permits are in full force and effect.

III.13 Taxes. Each Seller has timely filed (or caused to be timely filed) all material Tax Returns required to be filed with respect to the Purchased Assets and has timely paid, or will timely pay, all Taxes required to be paid by each Seller with respect to the Purchased Assets for all taxable periods ending on or before the Closing Date, other than Taxes being contested in good faith by appropriate proceedings. There are no Liens for Taxes upon any of the Purchased Assets, other than Permitted Liens arising by operation of applicable Law for Taxes not yet due and payable. Sellers have not received any written notice of any pending audit, examination or

proceeding by any taxing authority relating to Taxes that would result in a Lien on, or otherwise materially adversely affect, the Purchased Assets.

III.14 Financial Information.

(a) Seller has made available to Buyer all financial statements, operating statements, utility billing records, capital expenditure information, and other financial or operating information relating to the Purchased Assets, that are in Seller's possession or control and have been requested by Buyer (collectively, the "Financial Information").

(b) To Seller's knowledge, the Financial Information delivered or made available to Buyer has been prepared in good faith from the books and records of Seller, is true, correct and complete in all material respects, and fairly presents, in all material respects, the information purported to be reflected therein for the applicable periods. Seller has not knowingly omitted any material information necessary to make the Financial Information, taken as a whole, not misleading.

(c) Since the date of the most recent Financial Information made available to Buyer, Seller has not become aware of any material adverse change in the financial condition or operation of the Purchased Assets that has not been disclosed to Buyer in writing. Seller has made available to Buyer true, correct and complete copies, in all material respects, of all books, records, utility information, correspondence, reports, contracts and other documents in Seller's possession or control relating to the Purchased Assets that have been requested by Buyer. To Seller's knowledge, such books and records accurately reflect the information they purport to contain in all material respects, and Seller has not knowingly withheld any material information relating to the Purchased Assets requested by Buyer.

III.15 Environmental Matters. Except as set forth on **Exhibit "F**" to Seller's knowledge: (a) Each Seller is, and during Seller's ownership of the Purchased Assets has been, in material compliance with all applicable Environmental Laws with respect to the Purchased Assets;
(b) Seller has not received any written notice, demand, claim, request for information or other written communication from any governmental authority or third party alleging any material violation of, or material liability under, any Environmental Law with respect to the Purchased Assets that remains unresolved; (c) there has been no release, discharge, disposal or threatened release of any Hazardous Substance at, on, under or from the Purchased Assets in violation of applicable Environmental Laws that would reasonably be expected to result in material liability relating to the Purchased Assets; (d) Seller has not received any written notice of the presence of any underground storage tanks, asbestos-containing materials, polychlorinated biphenyls or other regulated Hazardous Substances at the Purchased Assets, except as disclosed on **Exhibit "F"**; (e) Seller has obtained and is in material compliance with all material permits, licenses and other governmental authorizations required under applicable Environmental Laws with respect to the ownership and operation of the Purchased Assets; and (f) there is no pending or, to Seller's knowledge, threatened investigation, action or proceeding under any Environmental Law relating to the Purchased Assets that would reasonably be expected to result in material

liability or

materially impair Buyer's ownership, development or use of the Purchased Assets following the Closing. For purposes of this Agreement, "Environmental Laws" means all applicable federal, state and local Laws relating to pollution, the protection of human health or the environment, or the manufacture, generation, use, handling, storage, treatment, transportation, release or disposal of Hazardous Substances, each as amended from time to time. "Hazardous Substances" means any substance, material or waste that is regulated under any Environmental Law, excluding quantities of substances customarily used, stored or maintained in compliance with applicable Environmental Laws.

III.16 General Warranty. None of the representations or warranties contained herein by Seller, nor any exhibit, schedule, statement, or certificate furnished to or to be furnished by Seller to Buyer pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

III.17 Real Property.

(a) Except for certain fractional ownership rights which may be asserted, Seller is the sole owner of the Pyote Property and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this Agreement; for the avoidance of doubt, Seller agrees to deliver the Pyote Property to Buyer free and clear of all fractional ownership rights at Closing unless otherwise agreed to by Buyer in writing;

(b) Seller is not a "foreign person", as that term is defined for purposes of the FIRPTA;

~~FIRPTA;~~

(c) Seller has been known by no other name for the past ten years, except

Lonestar Dream Inc. and Lonestar Taproot LLC;

(d) The Pyote Property is not serviced by municipal sewer and water systems. The water and electrical and other mechanical and utility systems serving the Pyote Property is, to the best of Seller's reasonable knowledge, in sound operating condition;

(e) There are no assessments, charges, paybacks, or obligations for improvements or services affecting the Pyote Property;

(f) There are no persons employed at the Pyote Property in connection with the ownership, use, operation, maintenance, repair and/or replacement of the Pyote Property who will be binding upon Buyer after the Closing;

(g) There are no collective bargaining agreements, management agreements or other employee agreements affecting the Pyote Property or which would bind Buyer after the Closing;

(h) Seller has not received any written notice of any lawsuits, tax appeals, condemnation proceedings, or environmental investigations pending or, to Seller's best knowledge, affecting the Pyote Property.

(i) Other than for the leases identified as potential Assumed Contracts, there are no leases, licenses or other occupancy and/or use agreements, written or oral, affecting the Pyote Property or any portion thereof to which Seller is a party or by which Seller or any future owner of the Pyote Property through Seller is or will be bound, and Seller has delivered a true, correct and complete copy of the Leases to Buyer prior to Buyer's execution and delivery of this Agreement.

(j) There are no contracts or agreements affecting the Pyote Property which will survive Closing and be binding upon Buyer except the Assumed Contracts and in the Title Commitment;

(k) Excluding the right of bidders to bid at bankruptcy auction on the Pyote Property and Purchased Assets, no person, firm or entity, except for the Buyer, has any rights in, or rights to purchase or acquire all, or any part of the Pyote Property, including, without limitation, a right of first refusal or option to purchase with respect thereto.

(l) Seller has not received any written notice from any governmental authority or other person claiming or alleging that the Pyote Property or any portion thereof, or any properties in the vicinity of the Pyote Property, is contaminated by hazardous materials or substances in violation of any federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. §§ 6901 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Occupational Safety and Health Act, as amended (29 U.S.C. §§ 651 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.), as amended, and any

state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

(m) There are no current or pending litigation(s), lawsuits, actions, investigations, grievances, complaints, charges, or proceedings against Seller, or with respect to the Pyote Property, either filed individually, jointly or by class, in a federal, state or municipal court, of any jurisdiction whatsoever, or before any administrative agency or arbitral tribunal, involving any federal, state or municipal labor, employment or benefits law (as those terms are

most broadly defined); including, but not limited to, the National Labor Relations Act, 29 U.S.C. §§151, et seq., the Fair Labor Standards Act, 29 U.S.C. §§201, et seq., ERISA, Section 1981 through 1988 of Title 42 of the United States Code, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000(e), et seq., the Americans With Disabilities Act of 1990, 42 U.S.C. §§12101, et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. §§2601, et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, et seq., the Genetic Information Nondiscrimination Act of 2008, Uniformed Services Employment and Reemployment Rights Act, the Fair Credit Reporting Act, the Rehabilitation Act of 1973, 29 U.S.C. §§701, et seq., the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§1161, et seq., the Occupational Safety and Health Act, 29 U.S.C. §§651, et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, et seq., the federal and state Worker Adjustment and Retraining Notification Acts (collectively, the "WARN Acts") any State of Texas labor, employment, discrimination law, sexual harassment, or wage and hour law, or any other federal, state or local human rights, civil rights, wage-hour, wage-payment, pension, labor or employment-related laws, or their respective implementing laws, rules and/or regulation(s), or with respect to an alleged breach or violation of any collective bargaining agreement, union agreement, labor agreement, benefits agreement, or employment contract of any kind (as those terms are most broadly defined), or which arise under the common law or in equity (including claims for wrongful discharge or otherwise) (collectively, "Labor and Employment Laws").

III.18 Seller represents and warrants that: (i) it is not an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the "Code"), which is subject to Section 4975 of the Code; and (ii) the assets of Seller do not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Code; and (iii)(a) Seller is not a "governmental plan" within the meaning of Section 3(32) of ERISA, and the assets of Seller do not constitute plan assets of one or more such plans; or (b) transactions by or with Seller are not in violation of state statutes applicable to Seller regulating investments of and fiduciary obligations with respect to governmental plans.

III.19 Neither Seller, nor any ERISA Affiliates (as hereinafter defined) has, within the last six (6) years, made a "partial withdrawal" or a "complete withdrawal" (within the meaning of Sections 4205 and 4203 of ERISA) from any "multiemployer plan," nor incurred any

liability on account of a "partial withdrawal" or a "complete withdrawal" from any "multiemployer plan", no such liability has been asserted through a "Notice of Assessment" or any similar correspondence, and there are no events or circumstances which could result in any such partial or complete withdrawal, neither Seller, the Property Manager nor any ERISA Affiliate has incurred or could be subjected to any liability under Title IV or Section 302 of ERISA that could reasonably be expected to result in liability to the Buyer ("ERISA Affiliate" means, at any time, each trade or business (whether or not incorporated) that would, at the time, be treated together with either Seller or the Property Manager as a single employer under Title IV or Section 302 of ERISA or Sections 414(b) or 414(c) of the Code.

III.20 Seller covenants and warrants that all of the representations and warranties set forth in this Agreement shall be true and correct at ~~Closing.~~, and as of, the Closing Date, but not thereafter. The covenants and agreements of the Parties that by their terms contemplate performance after the Closing (including Section 5.4 and Section 10.6) shall survive the Closing in accordance with their terms.

III.21 No Other Representations or Warranties. Other than as set forth herein, the Purchased Assets are being sold "as is," "where is," and "with all faults," and Buyer, or any ultimate highest bidder pursuant to any Auction or order of the Bankruptcy Court, hereby acknowledges and agrees that Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets. Buyer will accept the Purchased Assets "as is" and "where is" at closing.

## ARTICLE IV ~~ARTICLE IV~~
## REPRESENTATIONS AND WARRANTIES OF BUYER

IV.1 Organization and Authority. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. Buyer has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein and have been duly authorized by all necessary action on the part of Buyer. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Buyer that is enforceable in accordance with its terms.

IV.2 No Conflicts. The execution, delivery, and performance of this Agreement by Buyer will not (i) violate any provision of any existing law, statute, rule, regulation, or ordinance, or (ii) conflict with, result in a breach of, or constitute a default under (a) any certificate or articles of incorporation or by-laws of Buyer, (b) any order, judgment, award or decree of any court, governmental authority, bureau or agency, or (v) any mortgage, indenture, lease, contract or other agreement, or undertaking to which Buyer is a party or by which Buyer ~~of any of~~or its properties or assets may be bound.

IV.3 Investigation by Buyer. Buyer is conducting its own independent review and analysis of the Purchased Assets, the Assumed Liabilities, and the Assumed Contracts. Buyer acknowledges that it has until 10:00 a.m. September ~~18~~10, 2026 ("Due Diligence Expiration Date") to conduct such diligence as it deems necessary or appropriate in connection with the transactions contemplated hereby. Notwithstanding the foregoing, Buyer's investigation shall not limit, diminish or otherwise affect Seller's representations, warranties, covenants or obligations under this Agreement, any Seller Disclosure Schedule or any other document delivered in connection herewith. Buyer shall be entitled to rely upon the accuracy and completeness of the Seller's representations and warranties expressly set forth herein, and Seller shall remain liable for any breach thereof. Buyer shall complete its due diligence by the Due Diligence Expiration Date.

IV.4 Nothing herein shall waive or limit any rights or remedies of Buyer arising from Seller's fraud, willful misconduct, intentional misrepresentation or breach of this

Agreement. Buyer is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Liabilities.

IV.5 Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending, against or, to the knowledge of Buyer, threatened against or affecting Buyer before any court or arbitrator or any governmental body, agency, or official, which in any manner challenges or seeks to prevent, enjoin, alter, or materially delay any transactions contemplated by this Agreement.

IV.6 Certain Fees. Buyer has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement.

IV.7 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court, there is no agreement or other instrument binding upon Buyer requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

IV.8 General Warranty. None of the representations or warranties contained herein by Buyer, nor any exhibit, schedule, statement, or certificate furnished or to be furnished by Buyer to Seller pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

## ARTICLE V~~ARTICLE V~~
## COVENANTS OF SELLER AND BUYER

V.1 Efforts; Further Assurances. Seller and Buyer will use commercially reasonable efforts to take any and all actions and to do all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated in this Agreement. Seller and Buyer agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to vest marketable title to the Purchased Assets in Buyer.

V.2 Notices. If (i) Buyer becomes aware of any material breach by Seller of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Seller, or (ii) Seller becomes aware of any material breach by Buyer of any

representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Buyer, the Party becoming aware of such breach shall promptly notify the other Party in writing, in accordance with the notice provisions of this Agreement. Upon such notice of breach, the breaching Party shall have five (5) days to cure such breach before the exercise of any remedies in connection therewith.

V.3 Pre-Closing Covenants. As material terms of this Agreement:

(a) From the Effective Date until the Closing Date, Seller will maintain the Purchased Assets in the manner consistent with its standards of maintenance prevailing immediately prior to the Effective Date and it will not commit or permit to be committed any waste or change in the condition or appearance of the Purchased Assets, or convey any other right with respect to the Purchased Assets except with the written consent and joinder of Buyer. Seller shall operate, manage and maintain the Purchased Assets in the ordinary course consistent with past practice and shall promptly notify Buyer of any material damage, casualty, condemnation, governmental action or other event affecting the Purchased Assets. Seller will keep all current insurance policies concerning the Purchased Assets in full force and effect until Closing and shall not modify, cancel, terminate or permit any lapse in coverage without Buyer's prior written consent. Buyer and Seller, or its representative, shall have the right to walk the Pyote Property the day before the Closing Date, unless otherwise waived by Buyer in writing, to confirm the condition of the Purchased Assets .

(b) Seller must not transfer any of the Purchased Assets, create any Lien on the Purchased Assets, grant any easements or rights-of-way, or enter into any contract, lease, license, agreement, commitment or other arrangement affecting the Purchased Assets or Buyer's intended use thereof, which is not cancelable on and as of the Closing Date without Buyer's prior written consent. Seller shall not take any action, or fail to take any action, that would reasonably be expected

to adversely affect Buyer's rights in or to the Purchased Assets, the value thereof, or the ability to consummate the transactions contemplated hereby.

(c) Seller shall operate, manage and maintain the Purchased Assets in the ordinary course of business consistent with past practice and shall use commercially reasonable efforts to preserve intact the Purchased Assets and the goodwill associated therewith. Seller shall not take, or omit to take, any action that would reasonably be expected to materially impair the value of the Purchased Assets or Buyer's ability to consummate the transactions contemplated by this Agreement.

(d) Seller shall not amend, modify, terminate, renew, extend, waive any material rights under, or enter into any new Assumed Contract, or consent to any amendment, modification or termination of any Assumed Contract, without the prior written consent of Buyer.

(e) Seller shall use commercially reasonable efforts to preserve and maintain in full force and effect all permits, approvals, authorizations, licenses, utility allocations, interconnection rights, governmental approvals and other rights relating to the Purchased Assets, and

shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect the transferability, availability or use thereof by Buyer following the Closing.

(f) Seller shall promptly notify Buyer in writing of (i) any material damage to or destruction of the Purchased Assets, (ii) any condemnation or threatened condemnation affecting the Purchased Assets, (iii) any written notice of violation, default, investigation or enforcement action relating to the Purchased Assets, (iv) any material claim, action or proceeding affecting the Purchased Assets, or (v) any event or circumstance that would reasonably be expected to result in a Material Adverse Effect or prevent or materially delay the consummation of the transactions contemplated hereby.

(g) Seller shall provide Buyer and its representatives with reasonable access, upon reasonable prior notice and during normal business hours, to the Purchased Assets, the Assumed Contracts, books and records, and such other information relating to the Purchased Assets as Buyer may reasonably request in connection with the transactions contemplated hereby.

(h) Seller shall use commercially reasonable efforts to obtain entry of the Bid Procedures Order and the Sale Approval Order and to satisfy all conditions to Closing within Seller's control and shall not take any action that would reasonably be expected to delay, impair or prevent the consummation of the transactions contemplated hereby.

(i) Seller shall preserve all books, records, files and other documents relating to the Purchased Assets and shall not destroy, discard or materially alter any such books, records or documents prior to the Closing, except in the ordinary course of business and in accordance with applicable Law.

(j) Seller shall not settle, compromise or release any material insurance claim, condemnation award or other claim relating to the Purchased Assets without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(k) From the Effective Date through the Closing or earlier termination of this Agreement, Seller shall preserve the Pyote Property in substantially the same condition as exists on the Effective Date, ordinary wear and tear and casualty excepted, and shall not, without the prior written consent of Buyer, which may be granted or withheld in Buyer's sole discretion:

~~(i)~~ (i) create, incur, assume or permit any lien, claim, encumbrance, easement, covenant, restriction, license or other interest affecting the Pyote Property, transfer any development or similar rights relating to the Pyote Property, or otherwise take or omit to take any action that has a material adverse effect on the Pyote Property, including title thereto;

~~(ii)~~ (ii) demolish, remove, alter or materially modify any improvements located on the Pyote Property, or remove, sell, transfer or dispose of any fixtures,

equipment or personal property used in connection with the Pyote Property, except for replacements of equal or greater quality made in the ordinary course of business;

~~(iii)~~ (iii) enter into, amend, extend, renew, terminate or modify any lease, license, occupancy agreement or other agreement granting any possessory rights in or to the Pyote Property;

~~(iv)~~ (iv) enter into, amend, terminate or modify any contract, service agreement, management agreement or other agreement affecting the ownership, operation, maintenance or use of the Pyote Property that is to be assumed by Buyer and will survive Closing;

~~(v)~~ (v) seek, permit or consent to any change in the zoning, land use designation, subdivision status, permits, entitlements or other governmental approvals affecting the Pyote Property, or voluntarily initiate or consent to any governmental action affecting the Pyote Property;

~~(vi)~~ (vi) take any action, or fail to take any action, that would cause any representation or warranty of Seller contained in this Agreement to be inaccurate as of Closing or result in a breach of any covenant of Seller under this Agreement; or

~~(vii)~~ (vii) settle, compromise, waive or release any claim, litigation, insurance claim, condemnation claim or other material right relating to the Pyote

Property without Buyer's prior written consent, unless to clear title to the Pyote Property.

~~(viii)~~ (viii) provide Buyer with copies of any material notices that Seller receives from any governmental authority or third party with respect to the Pyote Property;

~~(ix)~~ (ix) advise Buyer promptly of any litigation or arbitration proceeding relating to the Pyote Property or that might affect Seller's ability to perform its obligations under this Agreement, or notices that allege a claim that could result in such litigation.

V.4 Post-Closing Covenants. As material terms of this Agreement:

(a) ~~(a)~~ Immediately upon the consummation of the Closing, the Parties agree to cooperate with one another and use all good faith efforts to take (or cause to be taken) all actions, and to do (or cause to be done) all things reasonably necessary or proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, (i) providing access and title to the Purchased Assets to Buyer; and (ii) assisting Buyer with obtaining access and control over the Purchased Assets.

V.5 Fire or Casualty.

(a) Seller shall promptly notify Buyer in writing of any fire, flood, storm, casualty or other damage affecting the Pyote Property occurring prior to Closing.

(b) If, prior to Closing, all or any portion of the Pyote Property is damaged or destroyed by fire, flood or other casualty, Buyer may, in its sole discretion, by written notice delivered to Seller at any time prior to Closing:

(i) terminate this Agreement, in which event the Good Faith Deposit shall be immediately returned to Buyer and neither party shall have any further obligations hereunder except those expressly stated to survive termination; or

(ii) proceed to Closing, in which event Seller shall assign to Buyer, at Closing, all insurance proceeds and claims relating to such casualty, transfer any insurance proceeds previously received by Seller, credit Buyer at Closing for all applicable deductibles and uninsured losses, and assign all rights, claims and causes of action arising from such casualty.

(c) Seller shall not settle, compromise or release any insurance claim relating to the Pyote Property after the Effective Date without Buyer's prior written consent.

(d) Seller shall maintain all property and casualty insurance covering the Pyote Property in full force and effect through Closing.

V.6 Condemnation.

(a) Seller shall promptly notify Buyer in writing upon learning of any pending, threatened or completed condemnation, eminent domain proceeding or conveyance in lieu of condemnation affecting all or any portion of the Pyote Property.

(b) If, prior to Closing, all or any portion of the Pyote Property becomes subject to any condemnation, eminent domain proceeding or conveyance in lieu thereof, Buyer may, in its sole discretion, by written notice delivered to Seller prior to Closing: (i) terminate this Agreement, in which event the Good Faith Deposit shall be immediately returned to Buyer and neither party shall have any further obligations hereunder except those expressly stated to survive termination; or (ii) proceed to Closing, in which event Seller shall assign to Buyer all condemnation awards, settlement proceeds, claims, rights and causes of action relating to such condemnation or taking, whether received before or after Closing.

(c) Seller shall not settle, compromise or consent to any condemnation proceeding or conveyance in lieu thereof without Buyer's prior written consent.

(d) The provisions of this Section shall survive the Closing.

## ARTICLE VI~~ARTICLE VI~~
## BANKRUPTCY MATTERS; BIDDING PROCEDURES

VI.1 Bankruptcy Filings. Seller shall deliver or cause to be delivered to Buyer for review and comment, as soon as commercially reasonable and in any event not less than two (2) business days prior to the filing thereof, all documents to be filed on behalf of Seller with the Bankruptcy Court, including all motions, applications, petitions, schedules, and supporting papers prepared by Seller (including forms of orders and notices to interested parties) that relate to, or that may affect, the Purchased Assets or the transactions contemplated hereby. All motions, applications, petitions, schedules, and supporting papers prepared by Seller and relating to the transactions contemplated hereby or the Purchased Assets to be filed with the Bankruptcy Court on behalf of Seller must be reasonably satisfactory in form and substance to Buyer and Seller.

VI.2 Sale Approval Order. Seller and Buyer shall use commercially reasonable efforts to cooperate, assist and consult with each other to secure the entry of the Sale Approval Order following the date hereof, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes of, among others, providing necessary assurances of performance by Buyer under this Agreement and furnishing any testimony regarding the

transactions contemplated hereby, including to support the good-faith nature of the negotiations leading to this Agreement.

## ARTICLE VII~~ARTICLE VII~~
## CLOSING CONDITIONS

VII.1 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Approval Order and, as of the Closing Date, the Sale Approval Order shall be in full force and effect and shall not have been stayed, vacated, or reversed. The Sale Approval Order shall be in form and substance reasonably acceptable to Buyer and shall, *inter alia*:

(i) Authorize the Seller's execution and delivery of this Agreement and approve the transactions contemplated herein;

(ii) Find that the transfer of the Purchased Assets is legal, valid, and enforceable and vests Buyer with valid title to the Purchased Assets, free and clear of all Liens (except for any Permitted Liens);

(iii) Find that the Purchase Price and other consideration provided by Buyer hereunder constitute fair and reasonable consideration for the Purchased Assets;

(iv) Provide that Buyer is a good faith ~~**Buyer**~~purchaser of the Purchased Assets pursuant to Section 363(m) of the Bankruptcy Code and none of the grounds set forth in Section 363(n) exists with respect to the sale;

(v) Authorize Buyer to file, if desired in its discretion, terminations or cancellations of any recorded Liens (except for Permitted Liens or to the extent required by law) against the Purchased Assets and require secured parties or lienholders, where required by applicable non-bankruptcy law or requested by Buyer, to execute documents of release, cancellation or satisfaction prepared by Buyer, to be filed by Buyer to clear any Liens of record (other than Permitted Liens) from the Purchased Assets;

(vi) Approve the assumption and assignment of any Assumed Contracts and provide that upon payment of the applicable Cure Costs (or other such agreed amount) by the Buyer or Seller, as applicable, such counterparty shall not have any remaining claim against Seller, its Estate or creditors, or Buyer related to any ~~**pre-Closing**~~pre-Closing default under any such Assumed Contract;

(vii) Find that Buyer has not assumed, and has no responsibility or liability for any of Seller's liabilities of any description whatsoever, including any liability of Seller with respect to any Taxes or any pre-Closing liabilities (other than Cure Costs for the Assumed Contracts or other Assumed Liability), whether known or unknown as of the Closing, whether fixed or contingent, or whether existing at the time of or arising after the Closing, including successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, alter ego, successor or transferee liability, de facto merger, mere or substantial continuation; and

(viii) Waive any stay that would otherwise be applicable pursuant to Rules 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure.[8]

(b) No injunction, stay, or similar order or decree issued by any court, tribunal or governmental entity, shall be in effect that restrains, enjoins, stays, or prohibits the consummation of the transactions contemplated by this Agreement.

VII.2 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Buyer) of the following conditions:

(a) Seller shall have performed in all material respects all of its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Seller contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

(c) Buyer shall have received written confirmation, in form and substance satisfactory to Buyer, in its ~~**sole and absolute**~~reasonable discretion~~**, from the applicable utility provider(s), Qualified Scheduling Entity (QSE), and any other relevant governmental or third-party entities**~~, of the electrical power supply available to the Pyote Property (i) in the firm allocated and available amount of not less than 54MW of electrical capacity (ii) with the applicable voltage and at the approved point of interconnection for use of such power, (iii) and is available without any known condition, restriction or third-party approval (including that of the retail electricity provider and QSE) which would materially impair the availability, allocation, or delivery of electrical service to the Pyote Property (collectively, the "Power Rights").

(d) Buyer shall have received, in form and substance reasonably satisfactory to Buyer, all governmental and third-party permits, approvals, consents, authorizations and agreements necessary ("Approvals") to ~~**(i)**~~ transfer to Buyer the electrical power allocation and related ~~**power rights**~~Power Rights associated with the Pyote Property, without material reduction or restriction. All such permits, approvals, consents, authorizations, and agreements shall be in full force and effect and shall not contain any condition or limitation that would materially impair Buyer's intended use of the Approvals and associated ~~**power rights**~~Power Rights.

~~(e) Buyer shall have received any of the following at or prior to closing: (a) a written surface use waiver and/or agreement from each holder of mineral rights, leasehold rights, or other mineral grants or interests affecting the Pyote Property of record ("Mineral Rights"), in form and substance satisfactory to Buyer to permit its intended use of the Pyote Property as an AI data center and acceptable for recordation in the county deed records; or (b) a conveyance in fee, an assignment of, or a lease interest in, the Mineral Rights in form and substance satisfactory to Buyer to permit its intended use of the Pyote Property as an AI data center and acceptable for recordation in the county deed records; or (c) satisfactory proof that such Mineral Rights have been removed, released, terminated from or otherwise amended, subordinated or resolved as to and upon the record of title for the Pyote Property, to the satisfaction of Buyer to permit its intended use of the Pyote Property as an AI data center, at Closing; or (d) the parties shall have agreed upon such other resolution of a title issue on the Pyote Property (collectively, the "Mineral Rights Condition"). Seller shall use commercially reasonable efforts to assist Buyer in identifying the applicable Mineral Right's holders and obtaining the requisite documentation or agreements prior to Closing. All costs and other consideration of obtaining the signed title documents, consents and agreements referenced in this subparagraph, shall be borne by the Buyer.~~

(e) Buyer waives any Title Objection pertaining to the Pyote Property based upon mineral rights (reservations, leases or other mineral rights rights), whether of record or not.

(f) Since the Effective Date, no event, change, circumstance or condition shall have occurred that has had, or would reasonably be expected to have, a Material Adverse Effect on the Purchased Assets, the utility rights associated therewith, or Buyer's intended use of the Pyote

Property as an AI data center, including any material casualty, condemnation, loss of utility capacity, material governmental action or material termination of any Assumed Contract.

(g) All necessary governmental approvals, permits, authorizations, consents and filings required for the consummation of the transactions contemplated by this Agreement shall have been obtained or made and shall be in full force and effect.

(h) Other than for payment of the title premium, endorsement fees and other charges of the Title Company to be paid by Buyer, and Buyer's satisfaction of any other conditions of the Title Company to issuance of the Title Policy that can only be satisfied by Buyer, the Title Company is unconditionally committed to issuing an owner's policy of title insurance for the Pyote Property (the "Title Insurance") on such form and with such endorsements as shall be available in the State of Texas and acceptable to Buyer, insuring Buyer's title to the Pyote Property for the full amount of the Purchase Price and free of any liens or other encumbrances other than Permitted Liens and those accepted by Buyer in accordance with the terms of the Agreement.

(i) All material third-party consents required for the consummation of the transactions contemplated by this Agreement (other than those to be obtained through the Bankruptcy Court process) shall have been obtained and shall be in full force and effect.

(j) The ~~Buyer shall have obtained or received a Phase I environmental site assessment, in form and substance satisfactory to Buyer in its sole discretion, respecting the Pyote~~

~~Property (a "Phase I Report"), the results of which Phase I Report shall be satisfactory to Buyer in its sole discretion.~~Closing (as defined in the Tarbush Agreement) of the Tarbush Agreement shall have occurred substantially contemporaneous with the Closing hereunder.

VII.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) Buyer shall have performed in all material respects all of its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Buyer contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

## ARTICLE VIII ~~ARTICLE VIII~~
## TERMINATION

VIII.1 Grounds for Termination. This Agreement may be terminated at any time before Closing by:

(a) mutual written agreement of Seller and Buyer;

(b) either Buyer or Seller, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section ~~8.18.1(b)~~ if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) either Buyer or Seller, if the Closing shall not have occurred on or before ~~November 30~~December 15, 2026, or such later date that is provided for herein or otherwise agreed to by the parties (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section ~~8.1(c)~~ if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement;

(d) Buyer, if any material condition set forth in this Agreement has not been satisfied by Seller or if the conditions of Section ~~7.2(c)~~VII.2 have not been satisfied, and such condition is incapable of being satisfied, unless Buyer elects to waive such satisfaction;

(e) Seller, if Buyer fails to consummate the Closing in accordance with this Agreement due to Buyer's default, unless Seller elects to waive such default; provided, however, that Seller shall not be entitled to terminate this Agreement or retain the Deposit unless Buyer has failed to consummate the Closing as a result of Buyer's default under this Agreement. For the

avoidance of doubt, Buyer shall be entitled to the return of the Deposit if Buyer's failure to consummate the Closing is due to Seller's breach, failure to perform, failure to satisfy a condition to Closing, or any other circumstance not caused by Buyer's default under this Agreement;

(f) Buyer, if Buyer is not the successful bidder or the backup bidder at the Auction and Seller enters into a Competing Transaction with the successful bidder or the backup bidder;

(g) Buyer, if the Bankruptcy Case is dismissed or converted to a case or cases under chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller is appointed in the Bankruptcy Case;

(h) Buyer if Seller withdraws or seeks authority to withdraw the Bidding Procedures/Sale Motion.

(i) ~~(d)~~ Buyer, upon the occurrence of a material casualty or condemnation affecting the Purchased Assets.

~~(e) Buyer, at any time prior to the Due Diligence Expiration Date, if Buyer determines, in its sole and absolute discretion, that the results of its due diligence investigation of the Purchased Assets are unsatisfactory or unacceptable for any reason or no reason, including, without limitation, matters relating to the condition, title, operation, value, financial performance, environmental condition, zoning, permits, entitlements, contracts, liabilities, legal requirements or any other matter affecting the Purchased Assets or the transactions contemplated hereby. Upon any such termination, the Good Faith Deposit shall be promptly returned to Buyer, and neither party shall have any further obligations under this Agreement except for those obligations that expressly survive termination~~

The Party desiring to terminate this Agreement under this section shall give notice of such termination to the other Party in accordance with the notice provisions herein. Notwithstanding the foregoing, except in connection with a termination of this Agreement by Seller pursuant to Section ~~8.1~~VIII.1(e), Buyer shall be entitled to receive the Good Faith Deposit in full, and Seller shall have no right to retain, apply or otherwise claim any portion of the Good Faith Deposit.

VIII.2 Effect of Termination.

(a) If this Agreement is terminated by Buyer in accordance with Section ~~8.1~~VIII.1(d), Buyer shall be entitled to the return of the Good Faith Deposit (with interest) within three (3) business days of such termination.

(b) If this Agreement is terminated by Seller in accordance with Section ~~8.1~~VIII.1(e), Buyer shall forfeit the Good Faith Deposit and the Good Faith Deposit shall become property of Seller's Estate as liquidated damages.

(c) If this Agreement is terminated in accordance with any other subsection of Section ~~8.1~~VIII.1, such termination shall be without liability of any Party to the other Party to this Agreement ~~(except as set forth in Section 8.2(d) and (e) below)~~, and the Good Faith Deposit (with interest) shall be returned to Buyer within three (3) business days of such termination.

## ARTICLE IX ~~ARTICLE IX~~
## ASSUMPTION OF EXECUTORY CONTRACTS OF THE SELLER

IX.1 Assumed Contracts. Buyer shall be solely responsible for and shall pay or cause to be paid at or prior to Closing, all Cure Costs related to the Assumed Contracts. Buyer shall have no obligation to pay any Cure Costs except to the extent expressly set forth on Exhibit

B. Seller represents and warrants that Exhibit B sets forth a complete and accurate list of all known Cure Costs for each Assumed Contract.

## ARTICLE X ~~ARTICLE X~~
## MISCELLANEOUS

X.1 Further Assurances. After the Closing Date, each Party shall execute and deliver such further documents, and perform such acts, as may be reasonably necessary to transfer and convey the Purchased Assets to Buyer on the terms contained herein, and to otherwise comply with the terms of this Agreement and to carry out the transactions provided for herein.

X.2 Notices. All notices, requests, and other communications to any Party hereunder shall be in writing, via e-mail transmission, and shall be given:

If to Seller, to: Lonestar Dream Inc. and Lonestar Taproot LLC
Attn: Michael DuFrayne, CRO;
~~(mdufrayne@dufraynellc.com)~~(mdufrayne@dufraynellc.com)

With a copy to: Stephen M. Packman, Esq. ~~(spackman@archerlaw.com) If to Buyer, to Attn: Jimmy Martini~~(spackman@archerlaw.com)

If to Buyer, to Attn: Jimmy Martini
Hut 8 Corp.
777 Brickell Ave, Floor 2
Miami, FL 33131
(jimmy.martini@hut8.com)
~~Miami, FL 33131~~
~~(jimmy.martini@hut8.com)~~

With a copy to Andrew M. Carty

Brown Rudnick LLP
Seven Times Square
New York, NY 10036
~~(acarty@brownrudnick.com)~~
(acarty@brownrudnick.com)

All such notices, requests, and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request, or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

X.3 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

X.4 Expenses. Except as otherwise provided herein, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal, accounting and other professional fees, whether or not the transactions contemplated hereby are consummated.

X.5 Waivers. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

X.6 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding anything to the contrary herein, Buyer shall have the right, in its sole and absolute

discretion and without the prior consent of Seller, to assign this Agreement, and its rights and obligations hereunder, in whole or in part, to one or more affiliates of Buyer or to one or more designees (including, without limitation, any entity formed for the purpose of consummating the transactions contemplated hereby); provided, however, that such assignment shall not release Buyer from its obligations hereunder. Seller may not assign, in whole or in part, this Agreement or its rights hereunder without the prior written consent of Buyer.

X.7 Assumption of Risk. Seller agrees to assume the risk of loss or damage to the Purchased Assets occurring on or before the date on which title thereof is conveyed to Buyer. If, prior to its conveyance, all or any material portion of the Pyote Property is the subject of a pending or contemplated taking by eminent domain which has not been consummated or if the Pyote Property has been substantially damaged or destroyed, Seller shall notify Buyer of such fact and Buyer shall have the option to terminate this Agreement and, in the event Buyer shall elect to

terminate this Agreement, the Good Faith Deposit together with all interest earned thereon shall promptly be returned to Buyer. If this Agreement is terminated and the Good Faith Deposit together with accrued interest is returned, as aforesaid, neither Party shall have any further rights or obligations hereunder. If, after receipt of Seller's notice, as aforesaid, Buyer does not exercise its option to terminate this Agreement, the Parties hereto shall remain bound hereunder and Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, all awards for the taking by eminent domain described in said notice or all insurance proceeds payable as a result of such destruction or damage and any deductible due from Seller If, prior to its conveyance, any part of the Purchased Assets which constitutes Equipment has been substantially damaged, lost or destroyed, or if there has been a material condemnation affecting the Purchased Assets, Seller shall notify Buyer of such fact and Buyer may elect to either (i) accept all insurance or condemnation proceeds payable as a result of such destruction, damage or, loss or condemnation and any deductible due from Seller or, (ii) agree to a reduction of the Purchase Price by the current mutually agreed value of the lost, damaged or destroyed Purchased Asset, or (iii) terminate this Agreement and receive the prompt return of the Good Faith Deposit (with interest).

X.8 Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of State of New York, without giving effect to the principles of conflicts of laws thereof) (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, except to the extent that such laws are superseded by the Bankruptcy Code. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court and waive any right to a jury trial regarding the same.

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER

PARTY OR ANY ASSIGNEE THEREOF, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE.

X.9 Entire Agreement; Amendments; Counterparts. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by in writing, executed by Seller and Buyer. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties hereto shall have received a counterpart hereof signed by the other Party hereto.

X.10 Captions; Headings; Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The

headings contained in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

X.11 Parties Bound. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, successors, and permitted assigns.

X.12 Severability. Except as otherwise provided herein, if any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part or provision of this Agreement shall not render the remainder of this Agreement invalid.

X.13 Retention of Jurisdiction. ANY AND ALL DISPUTES, DISAGREEMENTS, INTERPRETATIONS, OR OTHER MATTERS CONCERNING THE FINAL CONSUMMATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE AND REMAIN IN THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, AS A RESULT THEREOF, ANY PLEADINGS, CAUSES OF ACTION OR OTHER REQUESTS FOR RELIEF MUST BE BROUGHT BEFORE SAID COURT BY THE PARTY SEEKING SUCH RELIEF.

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

**SELLER:**

**Lonestar Dream Inc.**

By: _____ ~~Name: Kevin Pan~~

Name: Kevin Pan
Title: CEO

**SELLER:**

**Lonestar Taproot LLC**

By: _____ ~~Name: Kevin Pan~~

Name: Kevin Pan
Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

**BUYER: ~~HUT 8 CORP.,~~ ~~on behalf of itself and its designees~~MESQUITE FALCON LLC**

By: _____ ~~Name:~~

Name:
Title:

**ANNEX I**
**CERTAIN DEFINITIONS**

"Auction" means an auction to be held by the Seller in the event higher and better bids are submitted in accordance with the Bidding Procedures.

"Bidding Procedures" means the procedures governing the proposed marketing of, auction of, and bidding for the Purchased Assets pursuant, and attached, to the Bidding Procedures Order.

"Bidding Procedures/Sale Motion" means the motion seeking entry of (i) the Bidding Procedures Order and (ii) Sale Approval Order, which shall be in form and substance reasonably satisfactory to Buyer.

"Bidding Procedures Order" means an Order of the Bankruptcy Court approving the Bidding Procedures, which shall include approval of the Breakup Fee and Expense Reimbursement., and which shall be in form and substance acceptable to Buyer in its reasonable discretion and shall include, at a minimum, customary bid protections, including: (i) a minimum initial overbid in an amount equal to the sum of the Breakup Fee, Expense Reimbursement and an initial overbid increment to be agreed by the parties; (ii) minimum subsequent overbid increments to be agreed by the parties; (iii) requirements that any competing bidder qualify as a "Qualified Bidder" (including delivery of a binding mark-up of the APA with no fewer terms or conditions, proof of financial wherewithal to close, and a non-refundable deposit at least equal to the Good Faith Deposit); (iv) restrictions on credit bidding by any party with disputed liens; (v) payment of the Breakup Fee and Expense Reimbursement on the closing of any alternative transaction with a competing bidder; and (vi) such other customary stalking horse protections as Buyer may reasonably require.

"Business Day" means any day that is not a Saturday, Sunday, or a day on which banking institutions in New York, New York are not required to be open.

"Claim" means any claim, demand, assessment, judgment, order, decree, action, cause of action, litigation, suit, investigation, or other Proceeding.

"Competing Transaction" shall mean a transaction with a bidder who has offered Seller a higher and better purchase price for the Purchased Assets to that offered by Seller, which higher and better bid is approved by order of the Bankruptcy Court.

"Cure Costs" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by Debtor and assignment to Buyer of the Assumed Contracts.

"Debtor" means Lonestar Dream, Inc. and Lonestar Taproot LLC.

"Estate" shall mean the Seller's bankruptcy estate consisting of all assets, rights and interests of the Debtor on the Petition Date in the Bankruptcy Case.

"Final Order" means an order or judgment, the operation or effect of which is not stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

"Governmental Entity" means any federal, state, local or foreign political subdivision, court, administrative agency, board, bureau, commission, or department or other governmental authority or instrumentality.

"Law" means any law, statute, treaty, rule, directive, or regulation or Order of any Governmental Entity.

"Liability" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, regardless of when asserted.

"Material Adverse Effect" means any event, change, circumstance, occurrence, effect, development or state of facts that, individually or in the aggregate, (a) has had, or would reasonably be expected to have, a material adverse effect on the Purchased Assets or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of Seller to consummate the transactions contemplated by this Agreement; *provided*, *however*, that none of the following, alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect: (i) changes in general economic, regulatory or political conditions or the financial, credit or securities markets in general (including changes in interest rates or exchange rates); (ii) changes generally affecting the industry in which the Business operates; (iii) changes in Law or GAAP (or authoritative interpretations thereof); (iv) any natural disaster, act of God, epidemic, pandemic or disease outbreak; (v) any act of terrorism, sabotage, cyberattack, military action or war; or (vi) the announcement or pendency of the transactions contemplated by this Agreement or the Bankruptcy Case; *provided*, *further*, that any event, change, circumstance, occurrence, effect, development or state of facts referred to in clauses

(i) through (v) may be taken into account in determining whether a Material Adverse Effect has occurred to the extent such event, change, circumstance, occurrence, effect, development or state of facts has a disproportionate adverse effect on the Purchased Assets.

"Orders" means judgments, writs, decrees, compliance agreements, injunctions, rules, awards, settlement agreements, or orders of any Governmental Entity or arbitrator.

"Permits" means all permits, licenses, authorizations, registrations, franchises, approvals, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Entities.

"Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination, or investigation commenced, brought, conducted, or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

"Person" shall be construed broadly and shall include an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or another entity including a Governmental Entity (or any department, agency, or political subdivision thereof).

"Tarbush Agreement" means that certain Aset Purchase Agreement, dated as of September 21, 2026, by and between LONESTAR DREAM INC., a Delaware corporation, as seller, and LONESTAR TAPROOT LLC, a Delaware limited liability company, as seller, and RAPTOR BASIN LLC, a Delaware limited liability company, as buyer, executed substantially contemporaneous herewith.

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Sale Approval Order" means an order of the Bankruptcy Court in form and substance acceptable to Buyer, *inter alia*, (a) approving (i) this Agreement and the execution, delivery, and performance by Debtor of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale of the Purchased Assets to Buyer free and clear of all Liens; (iii) the assumption and assignment to Buyer of the Assumed Contracts on the terms set forth herein; and (b) determining that Buyer is a good faith purchaser.

# ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** ("Agreement"), dated as of September ~~8~~21, 2026 (the "Effective Date"), is made by and between LONESTAR DREAM INC., a Delaware corporation (the "Seller 1") and LONESTAR TAPROOT LLC, A Delaware Limited Liability Company (the "Seller 2" together with Seller 1, each a "Seller" and collectively, the "Sellers"), and ~~a subsidiary or affiliate of Hut 8 Corp. organized under the laws of the State of~~RAPTOR BASIN LLC, a Delaware ~~and to be formed at or prior to Closing~~limited liability company (the "Buyer" and, together with Seller, collectively, the "Parties" and, individually, a "Party"). Capitalized terms used in this Agreement are as defined herein.

## RECITALS

**WHEREAS**, Seller was engaged in the business of, *inter alia*, crypto mining and hosting operations (the "Business") at the Tarbush Property set forth below through July 10, 2026.

**WHEREAS**, Seller is the occupant of that certain real property located at 4143 US Hwy 285, Fort Stockton, TX 79735 in Pecos County, Texas, (known as the "Tarbush Property").

**WHEREAS**, Seller is the owner of certain personal property, equipment and other assets located at the Tarbush Property and set forth on the **Exhibit "A"** attached hereto (the "Purchased Assets").

**WHEREAS**, on July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case").

**WHEREAS**, subject to Seller's receipt of any higher and better offer for the Purchased Assets (as defined herein) in accordance with the Bidding Procedures and Bidding Procedures Order, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets in accordance with this Agreement and sections 105, 363, and 365 of the Bankruptcy Code.

**WHEREAS,** the execution and delivery of this Agreement and Seller's ability to consummate the transactions set forth in this Agreement, are subject to entry of the Sale Approval Order and closing of the Adjacent Property PSA.

**NOW THEREFORE,** in consideration of the mutual covenants, representations, warranties, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

## ARTICLE I~~ARTICLE I~~
## SALE OF ASSETS

I.1 Sale of Purchased Assets.

(a) On the Closing Date and subject to the terms and conditions and exclusions contained in this Agreement (including but not limited to Section ~~1.3~~I.3) and subject to Permitted Liens as defined herein, each Seller will sell, transfer, convey, assign, and deliver all of Seller's right, title, and interest in and to the Purchased Assets, free and clear of any and all interests, Claims, obligations, rights, encumbrances, pledges, and liens in, against or with respect to any of the Purchased Assets or each Seller having arisen, existed or accrued prior to and through the Closing Date, whether direct or indirect, absolute or contingent, choate or inchoate, known or unknown, matured or unmatured, liquidated or unliquidated, arising or imposed by agreement, understanding, law, equity, statute or otherwise and whether arising prior to, on or after the petition sate, including claims or liabilities otherwise arising under doctrines of successor liability, *de facto* merger or substantial continuity or liabilities or obligations arising under any law or orders (collectively, "Liens").

(b) The Purchased Assets include the following assets of Seller:

(i) The assets set forth on **Exhibit "A"** hereto;

(ii) the ~~**power rights**~~Power Rights associated with the Tarbush Property;

(iii) all rights under those executory contracts (the "Contracts") and personal property and commercial real property leases (the "Leases") set forth on **Exhibit "B"** attached hereto. The Contracts and Leases are herein, at times, collectively referred to as the "Assumed Contracts" and, individually, as an "Assumed Contract"; provided however, that Buyer may at any time prior to Closing remove any Assumed Contracts from **Exhibit "B"**. Upon removal, such Contracts or Leases shall no longer be an Assumed Contract;

(iv) all claims under existing insurance policies to the extent such policies may provide coverage or a defense with respect to the Purchased Assets;

(v) any and all transferable federal, state, local and foreign governmental Permits, authorizations, and approvals of Seller related to the Purchased Assets;

(vi) copies of documents relating to the Purchased Assets.

I.2 Instruments of Conveyance and Transfer.

(a) Upon the Closing, Seller shall deliver to Buyer possession of the Purchased Assets and convey to Buyer clear title to all of the Purchased Assets.

(b) At the Closing, Seller shall execute and deliver to Buyer a bill of sale and
such endorsements, assignments, and other good and sufficient instruments of conveyance

and

transfer as are reasonably necessary to transfer, convey, and assign good and marketable title to Buyer of the Purchased Assets, free and clear of any and all Liens except for Permitted Liens.

I.3 Excluded Assets.

The Purchased Assets shall exclude all assets and interests of the Seller set forth on **Exhibit "C"** hereto (collectively, the "Excluded Assets").

I.4 Assumed Liabilities. As of the Closing, Buyer shall assume, and pay when due, all Cure Costs due on the Assumed Contracts and any other liabilities of Seller which Buyer has expressly agreed in writing to assume as set forth on **Exhibit "D"** (collectively, the "Assumed Liabilities"); provided however, that Buyer may at any time prior to Closing remove any Assumed Liabilities from Exhibit "D". Upon removal, such liabilities shall no longer be an Assumed Liability.

I.5 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, except for the Assumed Liabilities set forth herein, Buyer shall not assume, or become obligated in any way to pay, any of Seller's liabilities, obligations, or debts of any kind whatsoever, whether accrued, absolute, contingent, or otherwise, whether known or unknown, whether due or to become due, and regardless of when or by whom asserted, including, without limitation, to the following (collectively, the "Excluded Liabilities"):

(a) any of Seller's liabilities under this Agreement, and any other agreements (written or oral) entered into by Seller other than the Assumed Contracts.

(b) any liabilities from the Seller's business ("Business") that took place prior to the Closing;

(c) any note payable in favor of, or any other amount owed to, any of Seller's lenders or creditors;

(d) any liability of Seller with respect to any Taxes;

(e) any of Seller's liabilities (i) arising by reason of any violation or alleged violation of any federal, state, or foreign law, or any requirement of any Governmental Entity, (ii) arising by reason of any breach or alleged breach by Seller of any contract, agreement, license, commitment, instrument, judgment, order, or decree, (iii) arising under any environmental, health, and safety laws, regulations, and/or requirements;

(f) any liability of Seller arising out of the injury to or death of any individual, or damage to or destruction of any property, whether based on negligence, breach of warranty, strict liability, enterprise liability, or any other legal or equitable theory, and arising from or related to products (or parts or components thereof) distributed or otherwise disposed of or for services

performed by Seller, to the extent any of such Liabilities result from or arise out of events, facts, or circumstances occurring or existing on or prior to the Closing, notwithstanding that the date on which any Proceeding or Claim therefor is commenced or made after the Closing;

(g) any of Seller's liabilities, including legal fees and expenses, for vacation pay, sick pay, holiday pay, salary, bonuses, severance pay, workers' compensation, benefits, fringe benefits or other payments or liabilities of any kind to any current or former employee of, or any party who was hired or engaged by, Seller, or under any employee benefit or employee benefit plan, resulting from Seller's conduct before the Closing Date;

(h) any of Seller's liability for any expenses or fees related to the negotiation, preparation, approval, or execution of this Agreement or its transactions (including attorneys', accountants', and brokerage fees incurred by or charged to Seller);

(i) any of Seller's liabilities arising from conduct before the Closing, or the actions of its officers, directors, shareholders, employees, consultants, contractors, agents, or advisors; and

(j) any of Seller's other liabilities other than the Assumed Liabilities.

~~(j)~~ Seller acknowledges that it retains the Excluded Liabilities.

I.6 Purchase Price. The purchase price to be paid by Buyer to Seller for the Purchased Assets shall be ~~**Thirty-Nine Million, Six**~~One Hundred and ~~**Thirty-Two Thousand, and Five Hundred**~~Three Million U.S. Dollars ($~~**39,632,500.00**~~103,000,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) A deposit of ~~**5**~~7.5% of the Purchase Price in the amount of ~~**One Million, Nine Hundred and Eighty-One Thousand, Six Hundred and Twenty-Five Dollars ($1,981,625**~~Seven Million, Seven-Hundred and Twenty-Five Thousand Dollars ($7,725,000.00) (with crediting for the funds previously deposited with Seller's escrow agent, Archer & Greiner, from Buyer in the amount of $1,981,625.00) shall be paid by Buyer to Seller within five (5) days of signing this Agreement ("Good Faith Deposit"), to be held in an interest-bearing escrow account by Seller's counsel (the "Escrow Agent") and pursuant to an escrow agreement in form and substance reasonably acceptable to Buyer and Seller, attached hereto as **Exhibit "G"** (the "Escrow Agreement") until Closing, with the funds (including any interest earned thereon) to be applied to the Purchase Price on a dollar-for-dollar basis at Closing. The Escrow Agent shall not release, transfer, apply or otherwise dispose of the Good Faith Deposit except (i) at Closing, in accordance with joint written instructions from Buyer and Seller, (ii) pursuant to a written agreement executed by Buyer and Seller, or (iii) pursuant to a final, non-appealable order of a court of competent jurisdiction. The Escrow Agent shall have no discretion or authority to determine entitlement to the Good Faith Deposit. All escrow fees and costs shall be borne by Seller unless otherwise agreed by the parties;

(b) The balance of the Purchase Price ~~**of**~~ shall be paid by Buyer to Seller at Closing (the "Closing Payment"); and

(c) The Good Faith Deposit shall be fully refundable (with interest) as set

forth herein. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of the Estate under the Bankruptcy Code, that Seller's Estate shall have no interest of any kind under Chapter 5 of the Bankruptcy Code or applicable law (equitable or otherwise) in and to the Good Faith Deposit and the Escrow Agent shall hold the Good Faith Deposit in trust in accordance with this Agreement. In the event that Buyer purchases the

Purchased Assets and the sale closes, then all Good Faith Deposit payments made by Buyer pursuant to the terms of this Agreement (together with any interest earned thereon) shall be credited to and offset against the Purchase Price and paid to the credit of Seller at the Closing.

I.7 Allocation of Purchase Price. The Allocation of the Purchase Price shall be determined by the Buyer as soon as commercially practicable, but no later than one hundred and eighty (180) days after the Closing. The Parties hereby agree that they shall file all federal, state, and local Tax Returns and reports in a manner consistent with such allocation, and that neither Party will assert or maintain a position inconsistent with such allocation in any administrative or judicial proceeding, including any tax audit or tax proceeding.

I.8 Transfer Taxes. The Party that is required by applicable Law to pay any and all bulk sale, stamp, documentary, filing, recording, registration, sales, use, transfer, ~~added-value~~added-value or other non-income Tax, fee, or governmental charge imposed under applicable Law in connection with the transactions contemplated hereby (the "Transfer Taxes") shall be responsible for paying that Party's Transfer Taxes. ~~Notwithstanding the foregoing, Seller shall be solely responsible for and shall pay all Transfer Taxes, To the extent applicable Law imposes liability for any Transfer Taxes on Buyer, Seller shall promptly reimburse Buyer for any such amounts paid by Buyer.~~ The Party that is required by applicable Law to file any Tax Returns in connection with Transfer Taxes described in the immediately preceding sentence shall prepare and timely file such Tax Returns. Seller shall timely provide Buyer with all information and documentation reasonably requested by Buyer in connection with such Tax Returns and shall execute any documents reasonably requested by Buyer in connection therewith. Buyer shall be entitled to receive such Tax Returns and other documentation reasonably in advance of filing by the Seller, but not less than ten (10) Business Days prior to the due date of such Tax Returns, and such Tax Returns and other documentation shall be subject to Buyer's approval, which shall not be unreasonably withheld, delayed, or conditioned. Buyer and Seller shall cooperate in making, in a timely manner, all Tax Returns, filings, reports, forms and other documentation as are necessary or appropriate to comply with all applicable Laws in connection with the payment of Transfer Taxes and shall cooperate in good faith to minimize, to the fullest extent possible under such Laws, the amount of any such Transfer Taxes. Seller shall take all actions reasonably requested by Buyer to obtain any available exemption, reduction or refund of any Transfer Taxes.

I.9 Proration. All monthly payments (the "Prorated Charges") for the month in which the Closing occurs (including utility charges) shall be apportioned and prorated between Seller and Buyer as of the Closing Date with (i) Buyer bearing the expense of Buyer's proportionate share of such Prorated Charges that shall be equal to the product obtained by multiplying (A) a fraction, the numerator being the amount of the Prorated Charges and the denominator being the total number of days in the month in which the Closing occurs, times

(B) the number of days following the day that immediately precedes the Closing Date and paying such amount to Seller to the extent payment for such Prorated Charges has been made by Seller prior to the Closing, and (ii) Seller bearing the remaining portion of such Prorated Charges (and paying the amounts thereof to Buyer to the extent payment for such Prorated Charges has not been previously made by Seller). Seller shall be responsible for any and all taxes and assessments, including any interest, penalties or fees, incurred prior to the Closing and any transfer taxes associated with the transfer of the Real Property to Buyer. Buyer shall be responsible for all taxes and assessments accruing after the

Closing. The Closing statement to be prepared by Buyer's title company (the "Title Company") shall reflect such proration based on the most recent and available tax rate and valuation. Any other costs or expenses, if any, shall be allocated between and charged to Buyer and Seller in accordance with the Title Company's usual practices. Seller shall be responsible for the cost of the preparation and delivery of all documents to be furnished by Seller. Buyer shall be responsible for the cost of recording the deed and the cost of purchasing a title insurance policy. The Closing fee of the Title Company will be paid by Buyer. Except as set forth herein, no amounts paid or payable under or in respect of any Purchased Asset or group of Purchased Assets shall be apportioned and prorated between Seller and Buyer.

I.10 Sales Tax. Buyer shall be responsible for and pay any and all sales tax due and payable arising from the transactions contemplated by this Agreement.

## ARTICLE II ~~ARTICLE II~~ CLOSING

II.1 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place on ~~or before November 30~~December 15, 2026, pursuant to the Sale Approval Order (or on such other date as may be agreed by the Parties and/or ordered by the Bankruptcy Court (conditioned, if applicable, upon the Bankruptcy Court making a finding under Fed. R. Bankr. P. 6004(h)) (the "Closing Date")). Upon written notice to Buyer prior to the Closing Date, the Sellers may extend the Closing Date to January 14, 2027 (the "January Closing Date"), provided that the Purchase Price shall be reduced by $175,000. Upon written notice to Buyer prior to the January Closing Date, the Sellers may extend the Closing Date to February 13, 2027 (the "February Closing Date"), provided that the Purchase Price shall be reduced by an additional $350,000. Upon written notice to Buyer prior to the February Closing Date, the Sellers may extend the Closing Date to March 15, 2027 (the "March Closing Date"), provided that the Purchase Price shall be reduced by an additional $500,000. Unless otherwise agreed in writing by the Parties, the Closing Date shall not extend subsequent to the March Closing Date.

II.2 Deliveries to be Made by Seller at Closing. At the Closing, Seller shall deliver the following to Buyer free and clear of Liens, except Permitted Liens, all of which shall be properly authorized and executed by Seller and acceptable to Buyer in its ~~sole and absolute~~reasonable discretion:

(a) possession of the Purchased Assets;

(b) a bill of sale and/or such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer may deem desirable in a form

reasonably satisfactory to Buyer, conveying title from Seller to Buyer to the Purchased Assets, free and clear of any and all Liens, except Permitted Liens;

(c) the Assignment and Assumption Agreement;

(d) such affidavits, certifications and other documentation evidencing the authority of the person executing the subject documents on behalf of Seller in a form acceptable to Buyer;

(e) if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than any liens for *ad valorem* taxes falling due after Closing or any additional exceptions approved by Buyer in writing ~~or~~herein or otherwise, or as otherwise required by law (collectively, "Permitted Liens")) affecting the Purchased Assets to the maximum extent permitted by Section 363 of the Bankruptcy Code, such releases and termination statements with respect to all Liens (other than Permitted Liens) on the Purchased Assets as may be necessary and required by Buyer; provided, however, nothing herein shall obligate Buyer to proceed to Closing if the Sale Approval Order does

not authorize a sale free and clear of all Liens (other than Permitted Liens) to the maximum extent permitted by Section 363 of the Bankruptcy Code;

(f) such other documents of assignment and transfer as may be reasonably required to vest all right, title, and interest of Seller in and to the Purchased Assets in Buyer;

(g) an assignment and assumption agreement relating to the Assumed Contracts in a form reasonably satisfactory to Buyer (the "Assignment and Assumption Agreement") duly executed by Seller;

(h) resolution of the board of directors of Seller authorizing the execution and delivery of this Agreement and all documents contemplated hereby and consummation of the transaction contemplated herein;

(i) an executed certificate of Seller to the effect that, as of the Closing Date, all representations and warranties of Seller contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Seller contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date;

(j) an information reporting form for purposes of preparing an IRS Form 1099-S;

~~S;~~

~~(k) proof, in form and substance satisfactory to Buyer, of satisfaction of the Mineral Rights Condition; and~~

(k) ~~(l)~~ such other documents as shall be reasonably requested by Buyer or its counsel in connection with the transactions contemplated by this Agreement.

II.3 Deliveries to be Made by Buyer at the Closing. At the Closing, Buyer shall deliver the following to Seller:

(a) the Closing Payment;

(b) the Assignment and Assumption Agreement;

(c) resolutions of the Buyer authorizing the execution and delivery of this Agreement and of all documents contemplated hereby and consummation of the transaction contemplated herein;

(d) an executed certificate of Buyer to the effect that, as of the Closing Date, all representations and warranties of Buyer contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Buyer contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date; and

(e) such other documents as shall be reasonably requested by Seller or its counsel in connection with the transactions contemplated by this Agreement. and closing of the sale transactions herein.

## ARTICLE IIIARTICLE III
## REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, each Seller jointly and severally hereby represents and warrants to the Buyer as of the Effective Date and as of the Closing Date, as if such representations and warranties had been made at the Closing Date, as follows:

III.1 Organization and Authority. Seller 1 is a corporation and Seller 2 is a limited liability company, and each Seller is duly organized, validly existing, and in good standing under the laws of the State of Delaware. This Agreement and Seller's execution thereof has been duly authorized by all necessary corporate action. Seller has obtained and currently maintains all qualifications to do business as a foreign entity in all other jurisdictions in which the character of Seller's properties or the nature of Seller's activities require it to be so qualified. Subject to entry of the Sale Approval Order by the Bankruptcy Court, Seller has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Seller that is enforceable in accordance with its terms.

III.2 Governmental Authorization. The execution, delivery, and performance by Seller of this Agreement requires no action by, or filing with, any governmental body, agency, or official, other than approvals of authorization by the Bankruptcy Court. and Approvals set forth in Section 7.2(e), and all such approvals, authorizations, consents, notices and filings necessary for Seller to consummate the transactions contemplated hereby shall have been duly obtained, made or given prior to the Closing and shall be in full force and effect. No other consent, approval, authorization, order, permit or filing is required that would prevent, delay or impair Seller's ability to consummate the transactions contemplated hereby or Buyer's ownership or use of the Purchased Assets following the Closing.

III.3 No Conflict. Subject to entry of the Sale Approval Order, the execution, delivery and performance of this Agreement by Sellers do not and will not (a) violate each Seller's Organizational Documents, (b) violate any applicable Law or Order applicable to each Seller or the Purchased Assets, (c) result in any breach or default under any material Contract relating to the Purchased Assets, or (d) result in the creation of any Lien on the Purchased Assets other than Permitted Liens.

III.4 Litigation. Except as disclosed in the Bankruptcy Case or on **Exhibit "E"** there is no action, suit, proceeding, arbitration, investigation or governmental inquiry pending or, to Seller's knowledge, threatened against Seller or affecting the Purchased Assets that would reasonably be expected to materially impair the Purchased Assets or prevent or delay the consummation of the transactions contemplated hereby.

III.5 Sufficiency of and Title to the Purchased Assets. Each Seller has and, pursuant to the Sale Approval Order and upon Closing, Buyer shall acquire good, valid and

marketable title in and to the Purchased Assets, free and clear of all Liens, other than Permitted Liens expressly assumed by Buyer pursuant to this Agreement. Seller has good and valid title to, or a valid and enforceable right to transfer, each of the Purchased Assets. None of the Purchased Assets is subject to any restriction on transfer or other agreement that would impair Buyer's ownership, use or enjoyment thereof following the Closing.

III.6 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court and Approvals, there is no agreement or other instrument binding upon Sellers requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

III.7 Utilities. Seller has not received any written notice that any electrical service, power allocation, interconnection rights, utility service, water, sewer, telecommunications or other utility serving the Purchased Assets will be reduced, terminated or materially modified. To Seller's knowledge, there exists no condition that would materially impair the transfer or continued availability of such utility rights following Closing.

III.8 Assumed Contracts. Each Seller has made available to Buyer a copy of all Assumed Contracts, together with all amendments, exhibits, attachments, waivers, or other changes thereto and, to Seller's knowledge, such copies are true, correct and complete in all material respects and constitute all documents comprising the Assumed Contracts. Sellers have not received any written notice of any material default by any party under any Assumed Contract that remains uncured, except as disclosed to Buyer in writing. Each Seller represents that it has not taken or failed to take any action that would impair its ability to assume and assign any Assumed Contract designated for assumption and assignment pursuant to this Agreement. Sellers shall use commercially reasonable efforts to obtain entry of all orders and take all actions reasonably necessary to facilitate the assumption and assignment of the Assumed Contracts designated by Buyer. Buyer acknowledges that the Bankruptcy Court may not approve assumption and assignment of all contracts designated by the Buyer hereunder provided, however, that Buyer shall not be

obligated to close if the failure to assume and assign any Assumed Contract designated by Buyer would reasonably be expected to have a Material Adverse Effect on the Purchased Assets.

III.9 Certain Fees. Other than DuFrayne LLC and Manning Land and Manning Mineral LLC, Seller has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement or the transactions this Agreement contemplates.

III.10 Notices of Certain Events. Sellers shall promptly notify Buyer of:

(a) Any notice or other written communication from any third-party alleging that the consent of such third-party is or may be required in connection with the consummation of the transactions contemplated by this Agreement; and

(b) Any material written communication from any governmental or regulatory agency or authority in connection with or relating to the transactions contemplated by this Agreement.

III.11 Equipment. All of Seller's equipment ("Equipment") is owned by the Sellers and, when conveyed by Sellers to Buyer, will be owned by Buyer free and clear of all Liens except Permitted Liens. The Equipment constitutes all material equipment owned by Seller and used in connection with the Purchased Assets and is in substantially the same condition as of the Effective Date, ordinary wear and tear excepted. Seller has not leased, licensed or otherwise granted any third party any right to possess or use any Equipment, except as disclosed in this Agreement or the Disclosure Schedules. Upon the Closing, Buyer shall acquire good and marketable title to the Equipment, free and clear of all Liens other than Permitted Liens, together with all warranties, guarantees and similar rights, to the extent transferable.

III.12 Permits. Sellers possess all material permits, licenses, approvals and governmental authorizations necessary for the ownership and operation of the Purchased Assets as presently conducted, and such permits are in full force and effect.

III.13 Taxes. Each Seller has timely filed (or caused to be timely filed) all material Tax Returns required to be filed with respect to the Purchased Assets and has timely paid, or will timely pay, all Taxes required to be paid by each Seller with respect to the Purchased Assets for all taxable periods ending on or before the Closing Date, other than Taxes being contested in good faith by appropriate proceedings. There are no Liens for Taxes upon any of the Purchased Assets, other than Permitted Liens arising by operation of applicable Law for Taxes not yet due and payable. Sellers have not received any written notice of any pending audit, examination or proceeding by any taxing authority relating to Taxes that would result in a Lien on, or otherwise materially adversely affect, the Purchased Assets.

III.14 Financial Information.

(a) Seller has made available to Buyer all financial statements, operating statements, utility billing records, capital expenditure information, and other financial or operating

information relating to the Purchased Assets, that are in Seller's possession or control and have been requested by Buyer (collectively, the "Financial Information").

(b) To Seller's knowledge, the Financial Information delivered or made available to Buyer has been prepared in good faith from the books and records of Seller, is true, correct and complete in all material respects, and fairly presents, in all material respects, the information purported to be reflected therein for the applicable periods. Seller has not knowingly omitted any material information necessary to make the Financial Information, taken as a whole, not misleading.

(c) Since the date of the most recent Financial Information made available to Buyer, Seller has not become aware of any material adverse change in the financial condition or operation of the Purchased Assets that has not been disclosed to Buyer in writing. Seller has made available to Buyer true, correct and complete copies, in all material respects, of all books, records,

utility information, correspondence, reports, contracts and other documents in Seller's possession or control relating to the Purchased Assets that have been requested by Buyer. To Seller's knowledge, such books and records accurately reflect the information they purport to contain in all material respects, and Seller has not knowingly withheld any material information relating to the Purchased Assets requested by Buyer.

III.15 Environmental Matters. Except as set forth on **Exhibit "F"** to Seller's knowledge: (a) Each Seller is, and during Seller's ownership of the Purchased Assets has been, in material compliance with all applicable Environmental Laws with respect to the Purchased Assets;

(b) Seller has not received any written notice, demand, claim, request for information or other written communication from any governmental authority or third party alleging any material violation of, or material liability under, any Environmental Law with respect to the Purchased Assets that remains unresolved; (c) there has been no release, discharge, disposal or threatened release of any Hazardous Substance at, on, under or from the Purchased Assets in violation of applicable Environmental Laws that would reasonably be expected to result in material liability relating to the Purchased Assets; (d) Seller has not received any written notice of the presence of any underground storage tanks, asbestos-containing materials, polychlorinated biphenyls or other regulated Hazardous Substances at the Purchased Assets, except as disclosed on **Exhibit "F"**; (e) Seller has obtained and is in material compliance with all material permits, licenses and other governmental authorizations required under applicable Environmental Laws with respect to the ownership and operation of the Purchased Assets; and (f) there is no pending or, to Seller's knowledge, threatened investigation, action or proceeding under any Environmental Law relating to the Purchased Assets that would reasonably be expected to result in material liability or materially impair Buyer's ownership, development or use of the Purchased Assets following the Closing. For purposes of this Agreement, "Environmental Laws" means all applicable federal, state and local Laws relating to pollution, the protection of human health or the environment, or the manufacture, generation, use, handling, storage, treatment, transportation, release or disposal of Hazardous Substances, each as amended from time to time. "Hazardous Substances" means any substance, material or waste that is regulated under any Environmental

Law, excluding quantities of substances customarily used, stored or maintained in compliance with applicable Environmental Laws.

III.16 General Warranty. None of the representations or warranties contained herein by Seller, nor any exhibit, schedule, statement, or certificate furnished to or to be furnished by Seller to Buyer pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

III.17 Seller represents and warrants that: (i) it is not an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the "Code"), which is subject to Section 4975 of the Code; and (ii) the assets of Seller do not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Code; and (iii)(a) Seller is not a "governmental plan" within the meaning of Section 3(32) of ERISA, and the assets of Seller do not constitute plan assets of one or more such plans; or (b) transactions by or with Seller are not

in violation of state statutes applicable to Seller regulating investments of and fiduciary obligations with respect to governmental plans.

III.18 Neither Seller, nor any ERISA Affiliates (as hereinafter defined) has, within the last six (6) years, made a "partial withdrawal" or a "complete withdrawal" (within the meaning of Sections 4205 and 4203 of ERISA) from any "multiemployer plan," nor incurred any liability on account of a "partial withdrawal" or a "complete withdrawal" from any "multiemployer plan", no such liability has been asserted through a "Notice of Assessment" or any similar correspondence, and there are no events or circumstances which could result in any such partial or complete withdrawal, neither Seller, the Property Manager nor any ERISA Affiliate has incurred or could be subjected to any liability under Title IV or Section 302 of ERISA that could reasonably be expected to result in liability to the Buyer ("ERISA Affiliate" means, at any time, each trade or business (whether or not incorporated) that would, at the time, be treated together with either Seller or the Property Manager as a single employer under Title IV or Section 302 of ERISA or Sections 414(b) or 414(c) of the Code.

III.19 Seller covenants and warrants that all of the representations and warranties set forth in this Agreement shall be true and correct at ~~Closing.~~, and as of, the Closing Date, but not thereafter. The covenants and agreements of the Parties that by their terms contemplate performance after the Closing (including Section 5.4 and Section 10.6) shall survive the Closing in accordance with their terms.

III.20 No Other Representations or Warranties. Other than as set forth herein, the Purchased Assets are being sold "as is," "where is," and "with all faults," and Buyer, or any ultimate highest bidder pursuant to any Auction or order of the Bankruptcy Court, hereby acknowledges and agrees that Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets. Buyer will accept the Purchased Assets "as is" and "where is" at closing.

## ARTICLE IV~~ARTICLE IV~~
## REPRESENTATIONS AND WARRANTIES OF BUYER

IV.1 Organization and Authority. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. Buyer has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein and have been duly authorized by all necessary action on the part of Buyer. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Buyer that is enforceable in accordance with its terms.

IV.2 No Conflicts. The execution, delivery, and performance of this Agreement by Buyer will not (i) violate any provision of any existing law, statute, rule, regulation, or ordinance, or (ii) conflict with, result in a breach of, or constitute a default under (a) any certificate or articles of incorporation or by-laws of Buyer, (b) any order, judgment, award or decree of any court, governmental authority, bureau or agency, or (v) any mortgage, indenture, lease, contract or other agreement, or undertaking to which Buyer is a party or by which Buyer or its properties or assets may be bound.

IV.3 Investigation by Buyer. Buyer is conducting its own independent review and analysis of the Purchased Assets, the Assumed Liabilities, and the Assumed Contracts. Buyer acknowledges that it has until 10:00 a.m. September ~~30~~10, 2026 ("Due Diligence Expiration Date") to conduct such diligence as it deems necessary or appropriate in connection with the transactions contemplated hereby. Notwithstanding the foregoing, Buyer's investigation shall not limit, diminish or otherwise affect Seller's representations, warranties, covenants or obligations under this Agreement, any Seller Disclosure Schedule or any other document delivered in connection herewith. Buyer shall be entitled to rely upon the accuracy and completeness of the Seller's representations and warranties expressly set forth herein, and Seller shall remain liable for any breach thereof. Buyer shall complete its due diligence by the Due Diligence Expiration Date.

IV.4 Nothing herein shall waive or limit any rights or remedies of Buyer arising from Seller's fraud, willful misconduct, intentional misrepresentation or breach of this Agreement. Buyer is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Liabilities.

IV.5 Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending, against or, to the knowledge of Buyer, threatened against or affecting Buyer before any court or arbitrator or any governmental body, agency, or official, which in any manner challenges or seeks to prevent, enjoin, alter, or materially delay any transactions contemplated by this Agreement.

IV.6 Certain Fees. Buyer has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement.

IV.7 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court, there is no agreement or other instrument binding upon Buyer requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

IV.8 General Warranty. None of the representations or warranties contained herein by Buyer, nor any exhibit, schedule, statement, or certificate furnished or to be furnished by Buyer to Seller pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

## ARTICLE V~~ARTICLE V~~
## COVENANTS OF SELLER AND BUYER

V.1 Efforts; Further Assurances. Seller and Buyer will use commercially reasonable efforts to take any and all actions and to do all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated in this Agreement. Seller and Buyer agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to vest marketable title to the Purchased Assets in Buyer.

V.2 Notices. If (i) Buyer becomes aware of any material breach by Seller of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Seller, or (ii) Seller becomes aware of any material breach by Buyer of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Buyer, the Party becoming aware of such breach shall promptly notify the other Party in writing, in accordance with the notice provisions of this Agreement. Upon such notice of breach, the breaching Party shall have five (5) days to cure such breach before the exercise of any remedies in connection therewith.

V.3 Pre-Closing Covenants. As material terms of this Agreement:

(a) From the Effective Date until the Closing Date, Seller will maintain the Purchased Assets in the manner consistent with its standards of maintenance prevailing immediately prior to the Effective Date and it will not commit or permit to be committed any waste or change in the condition or appearance of the Purchased Assets, or convey any other right with respect to the Purchased Assets except with the written consent and joinder of Buyer. Seller shall operate, manage and maintain the Purchased Assets in the ordinary course consistent with past practice and shall promptly notify Buyer of any material damage, casualty, condemnation, governmental action or other event affecting the Purchased Assets. Seller will keep all current insurance policies concerning the Purchased Assets in full force and effect until Closing and shall not modify, cancel, terminate or permit any lapse in coverage without Buyer's prior written consent. Buyer and Seller, or its representative, shall have the right to walk the Tarbush Property

the day before the Closing Date, unless otherwise waived by Buyer in writing, to confirm the condition of the Purchased Assets .

(b) Seller must not transfer any of the Purchased Assets, create any Lien on the Purchased Assets, grant any easements or rights-of-way, or enter into any contract, lease, license, agreement, commitment or other arrangement affecting the Purchased Assets or Buyer's intended use thereof, which is not cancelable on and as of the Closing Date without Buyer's prior written consent. Seller shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect Buyer's rights in or to the Purchased Assets, the value thereof, or the ability to consummate the transactions contemplated hereby.

(c) Seller shall operate, manage and maintain the Purchased Assets in the ordinary course of business consistent with past practice and shall use commercially reasonable efforts to preserve intact the Purchased Assets and the goodwill associated therewith. Seller shall not take, or omit to take, any action that would reasonably be expected to materially impair the value of the Purchased Assets or Buyer's ability to consummate the transactions contemplated by this Agreement.

(d) Seller shall not amend, modify, terminate, renew, extend, waive any material rights under, or enter into any new Assumed Contract, or consent to any amendment, modification or termination of any Assumed Contract, without the prior written consent of Buyer.

(e) Seller shall use commercially reasonable efforts to preserve and maintain in full force and effect all permits, approvals, authorizations, licenses, utility allocations, interconnection rights, governmental approvals and other rights relating to the Purchased Assets, and shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect the transferability, availability or use thereof by Buyer following the Closing.

(f) Seller shall promptly notify Buyer in writing of (i) any material damage to or destruction of the Purchased Assets, (ii) any condemnation or threatened condemnation affecting the Purchased Assets, (iii) any written notice of violation, default, investigation or enforcement action relating to the Purchased Assets, (iv) any material claim, action or proceeding affecting the Purchased Assets, or (v) any event or circumstance that would reasonably be expected to result in a Material Adverse Effect or prevent or materially delay the consummation of the transactions contemplated hereby.

(g) Seller shall provide Buyer and its representatives with reasonable access, upon reasonable prior notice and during normal business hours, to the Purchased Assets, the Assumed Contracts, books and records, and such other information relating to the Purchased Assets as Buyer may reasonably request in connection with the transactions contemplated hereby.

(h) Seller shall use commercially reasonable efforts to obtain entry of the Bid Procedures Order and the Sale Approval Order and to satisfy all conditions to Closing within Seller's control and shall not take any action that would reasonably be expected to delay, impair or prevent the consummation of the transactions contemplated hereby.

(i) Seller shall preserve all books, records, files and other documents relating to the Purchased Assets and shall not destroy, discard or materially alter any such books, records

or documents prior to the Closing, except in the ordinary course of business and in accordance with applicable Law.

(j) Seller shall not settle, compromise or release any material insurance claim, condemnation award or other claim relating to the Purchased Assets without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(k) Buyer waives any Title Objections (as defined in the Pyote Agreement) on the Adjacent Property related to or based upon mineral rights, including but not limited to mineral reservations, leases and other mineral rights exceptions.

V.4 Post-Closing Covenants. As material terms of this Agreement:

(a) ~~(a)~~ Immediately upon the consummation of the Closing, the Parties agree to cooperate with one another and use all good faith efforts to take (or cause to be taken) all actions, and to do (or cause to be done) all things reasonably necessary or proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, (i) providing access and title to the Purchased Assets to Buyer; and (ii) assisting Buyer with obtaining access and control over the Purchased Assets.

## ARTICLE VI~~ARTICLE VI~~
## BANKRUPTCY MATTERS; BIDDING PROCEDURES

VI.1 Bankruptcy Filings. Seller shall deliver or cause to be delivered to Buyer for review and comment, as soon as commercially reasonable and in any event not less than two (2) business days prior to the filing thereof, all documents to be filed on behalf of Seller with the Bankruptcy Court, including all motions, applications, petitions, schedules, and supporting papers prepared by Seller (including forms of orders and notices to interested parties) that relate to, or that may affect, the Purchased Assets or the transactions contemplated hereby. All motions, applications, petitions, schedules, and supporting papers prepared by Seller and relating to the transactions contemplated hereby or the Purchased Assets to be filed with the Bankruptcy Court on behalf of Seller must be reasonably satisfactory in form and substance to Buyer and Seller.

VI.2 Sale Approval Order. Seller and Buyer shall use commercially reasonable efforts to cooperate, assist and consult with each other to secure the entry of the Sale Approval Order following the date hereof, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes of, among others, providing necessary assurances of performance by Buyer under this Agreement and furnishing any testimony regarding the transactions contemplated hereby, including to support the good-faith nature of the negotiations leading to this Agreement.

## ARTICLE VII~~ARTICLE VII~~
## CLOSING CONDITIONS

VII.1 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Approval Order and, as of the Closing Date, the Sale Approval Order shall be in full force and effect and shall not have been stayed, vacated, or reversed. The Sale Approval Order shall be in form and substance reasonably acceptable to Buyer and shall, *inter alia*:

(i) Authorize the Seller's execution and delivery of this Agreement and approve the transactions contemplated herein;

(ii) Find that the transfer of the Purchased Assets is legal, valid, and enforceable and vests Buyer with valid title to the Purchased Assets, free and clear of all Liens (except for any Permitted Liens);

(iii) Find that the Purchase Price and other consideration provided by Buyer hereunder constitute fair and reasonable consideration for the Purchased Assets;

(iv) Provide that Buyer is a good faith purchaser of the Purchased Assets pursuant to Section 363(m) of the Bankruptcy Code and none of the grounds set forth in Section 363(n) exists with respect to the sale;

(v) Authorize Buyer to file, if desired in its discretion, terminations or cancellations of any recorded Liens (except for Permitted Liens or to the extent required by law) against the Purchased Assets and require secured parties or lienholders, where required by applicable non-bankruptcy law or requested by Buyer, to execute documents of release, cancellation or satisfaction prepared by Buyer, to be filed by Buyer to clear any Liens of record (other than Permitted Liens) from the Purchased Assets;

(vi) Approve the assumption and assignment of any Assumed Contracts and provide that upon payment of the applicable Cure Costs (or other such agreed amount) by the Buyer or Seller, as applicable, such counterparty shall not have any remaining claim against Seller, its Estate or creditors, or Buyer related to any pre-Closing default under any such Assumed Contract;

(vii) Find that Buyer has not assumed, and has no responsibility or liability for any of Seller's liabilities of any description whatsoever, including any liability of Seller with respect to any Taxes or any pre-Closing liabilities (other than Cure Costs for the Assumed Contracts or other Assumed Liability), whether known or unknown as of the Closing, whether fixed or contingent, or whether existing at the time of or arising after the Closing, including successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, alter ego, successor or transferee liability, de facto merger, mere or substantial continuation; and

(viii) Waive any stay that would otherwise be applicable pursuant to Rules 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure.

(b) No injunction, stay, or similar order or decree issued by any court, tribunal or governmental entity, shall be in effect that restrains, enjoins, stays, or prohibits the consummation of the transactions contemplated by this Agreement.

VII.2 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Buyer) of the following conditions:

(a) Seller shall have performed in all material respects all its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Seller contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date, but not thereafter.

(c) Closing of the purchase and sale agreement (the "Adjacent Property PSA"), on terms and conditions reasonably acceptable to Buyer~~, in its sole and absolute discretion~~, for the acquisition by Buyer of the real property parcels (collectively, the "Adjacent Property") identified on the assessor tax parcel map for Reeves County by Parcel ID No. 0014468 and on the assessor tax parcel map for Pecos County by Parcel ID No. 00049-08031-00100-000000. The closing of the Adjacent Property PSA shall have occurred, or shall occur substantially concurrently with the Closing hereunder, on terms and conditions reasonably satisfactory to Buyer ~~in its sole discretion~~.

(d) The acquisition of the Adjacent Property by the Buyer at Closing may, at the Buyer's election, be effectuated through an assignment of the Sellers' rights and interests under that certain Option Assignment Agreement, dated June 11, 2026, by and between Lonestar Dream, Inc. and Lonestar Taproot LLC, and Manning Minerals, LLC (as amended pursuant to that certain Amendment to Option Assignment Agreement, ~~dates~~dated as of July 1, 2026) (the "Option Assignment Agreement"), pursuant to which the Sellers are assigned, among other things, rights under that certain Amended and Restated Option Agreement, dated as of July 28, 2026 to be effective as of July 1, 2026, by and between Jeff Lindsay (the "Optioner") and Manning Minerals, LLC (the "Optionee"), a Texas limited liability company (the "Option Agreement"). In the event that the Buyer elects to take an assignment of the Option Assignment Agreement, then a further condition to Closing shall be Buyer's receipt of (x) written confirmation (in form and substance acceptable to Buyer) from the Sellers and the Optionee, that, as of the Closing, both the Option Assignment Agreement and the Option Agreement are in full force and effect and are legal, valid, binding and enforceable against the parties thereto; and (y) an estoppel certificate executed by the Optioner certifying that, as of the assignment of the Option Assignment Agreement to Buyer, the Option Agreement is in full force and effect, is legal, valid, binding and enforceable against the Optioner and that there is no default by Optioner or Optionee under the Option Agreement or other existing conditions, which upon the giving of notice or lapse of time, or both, would constitute a default under the Option Agreement.

(e) Buyer shall have received, in form and substance reasonably satisfactory to Buyer, all governmental and third-party permits, approvals, consents, authorizations and agreements necessary ("Approvals") to (i) transfer to Buyer the current and anticipated future electrical power allocation and related power rights associated with the Tarbush Property (to 176MW, with future potential increase up to 300MW) (the "Power

Rights"), by the dates set forth below, without material reduction or restriction; (ii) construct, interconnect, energize, operate and maintain the substation and related electrical infrastructure necessary to utilize such electrical power on the Adjacent Property for the development and operation of ~~an AI data center~~a Data Center, including without limitation any facilities extension agreement with Texas-New Mexico Power Company that may be necessary for substation relocation or construction; and (iii) interconnect and receive (a) an available allocation as of the Closing Date, of 176 MW of electronic load on the Adjacent Property, ~~in accordance with the load commissioning plan for ERCOT Batch Zero load BZ-650, achieving an interim ramp milestone of 176 MW, by December 31, 2028 ("176MW Approval~~provided that for the purposes of this subclause (a) such Approval can be satisfied through written confirmation from ERCOT and Texas-New Mexico Power following ERCOT's completion of the ongoing Batch Zero eligibility verification process unconditionally confirming that the project load limit is 176MW as of the Closing Date~~")~~, and (b) a future anticipated allocation, if any is permitted, pursuant to a final ramp milestone of up to 300 MW by December 31, 2029, without the necessity of posting any financial security to the transmission service provider for system power upgrade approvals or use~~, solely as to~~ of the 176MW upgrade. All costs, expenses and fees related to electrical connections, lines, substations, equipment, transformers, switchgear, electrical distribution systems, transmission and distribution facilities, cabling, cooling infrastructure,

buildings, and other customer-side improvements and the like and all ~~AI~~Data Center infrastructure buildout, in order for Buyer to use such increased power, shall be paid by Buyer, shall not be a liability of Seller and shall not be an offset to the Purchase Price at closing. All such required Approvals shall be in full force and effect and shall not contain any condition or limitation that would materially impair Buyer's access to and use of 176MW of power at the Adjacent Property, in connection with Buyer's intended use of the Adjacent Property as ~~an AI data center~~a Data Center, by the ~~176MW Approval~~Closing Date. For the avoidance of doubt, Seller makes no representation or warranty regarding any future requirements imposed by ERCOT, TNMP, or any other governmental authority or utility provider as to any future expansion of power beyond 176 MW, including, without limitation, any Facilities Extension Agreement, relocation of the point of interconnection, transmission or distribution system upgrades, capacitor banks, substation modifications, construction costs, deposits, prepayments, security requirements, CIAC, Minimum Revenue Commitments, or any other utility-imposed fees, costs, or financial obligations associated with such potential increase of power up to 300MW.

~~(f) Buyer shall have received any of the following at or prior to closing: (a) a written surface use waiver and/or agreement from each holder of mineral rights, leasehold rights, or other mineral grants or interests affecting the Adjacent Property of record ("Mineral Rights"), in form and substance satisfactory to Buyer to permit its intended use of the Adjacent Property as an AI data center and acceptable for recordation in the county deed records; or (b) a conveyance in fee, an assignment of, or a lease interest in, the Mineral Rights in form and substance satisfactory to Buyer to permit its intended use of the Adjacent Property as an AI data center and acceptable for recordation in the county deed records; or (c) satisfactory proof that such Mineral Rights have been removed, released, terminated from or otherwise amended, subordinated or resolved as to and upon the record of title for the Adjacent Property, to the satisfaction of Buyer to permit its intended use of the Adjacent Property as an AI data center, at Closing; or (d) the parties shall have agreed upon such other resolution of a title issue on the Adjacent Property (collectively, the "Mineral Rights Condition"). Seller shall use commercially reasonable efforts to assist Buyer in identifying the applicable Mineral Right's holders and obtaining the requisite documentation or agreements prior to Closing. All costs and other consideration of obtaining the signed title documents, consents and agreements referenced in this subparagraph, shall be borne by the Buyer.~~

(f) ~~(g)~~ Since the Effective Date, no event, change, circumstance or condition shall have occurred that has had, or would reasonably be expected to have, a Material Adverse Effect on the Purchased Assets, the utility rights associated therewith, or Buyer's intended use of the Adjacent Property to develop or operate as ~~**an AI data center**~~a Data Center, including any material casualty, condemnation, loss of utility capacity, material governmental action or material termination of any Assumed Contract.

(g) ~~(h)~~ All necessary governmental approvals, permits, authorizations, consents and filings required for the consumption of the transactions contemplated by this Agreement shall have been obtained or made and shall be in full force and effect.

(h) ~~(i)~~ All material third-party consents required for the consumption of the transactions contemplated by this Agreement (other than those to be obtained through the Bankruptcy Court process) shall have been obtained and shall be in full force and effect.

~~(j) The Buyer shall have obtained or received a Phase I environmental site assessment, in form and substance satisfactory to Buyer in its sole discretion, respecting the Adjacent Property (a "Phase I Report"), the results of which Phase I Report shall be satisfactory to Buyer in its sole discretion.~~

(i) The Closing (as defined in the Pyote Agreement) of the Pyote Agreement shall have occurred substantially contemporaneous with the Closing hereunder.

VII.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) ~~**(a)**~~ Buyer shall have performed in all material respects all its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Buyer contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

## ARTICLE VIII ~~ARTICLE VIII~~
## TERMINATION

VIII.1 Grounds for Termination. This Agreement may be terminated at any time before Closing by:

(a) mutual written agreement of Seller and Buyer;

(b) either Buyer or Seller, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section ~~**8.1(b)**~~ if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) either Buyer or Seller, if the Closing shall not have occurred on or before ~~**November 30**~~December 15, 2026, or such later date that is provided for herein or otherwise agreed

to by the parties (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section ~~8.1(c)~~ if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement;

(d) Buyer, if any material condition set forth in this Agreement has not been satisfied by Seller or if the conditions of Section ~~7.2(c)~~VII.2 have not been satisfied, and such condition is incapable of being satisfied, unless Buyer elects to waive such satisfaction;

(e) Seller, if Buyer fails to consummate the Closing in accordance with this Agreement due to Buyer's default, unless Seller elects to waive such default; provided, however, that Seller shall not be entitled to terminate this Agreement or retain the Deposit unless Buyer has failed to consummate the Closing as a result of Buyer's default under this Agreement. For the avoidance of doubt, Buyer shall be entitled to the return of the Deposit if Buyer's failure to consummate the Closing is due to Seller's breach, failure to perform, failure to satisfy a condition to Closing, or any other circumstance not caused by Buyer's default under this Agreement;

(f) Buyer, if Buyer is not the successful bidder or the backup bidder at the Auction and Seller enters into a Competing Transaction with the successful bidder or the backup bidder;

(g) Buyer, if the Bankruptcy Case is dismissed or converted to a case or cases under chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller is appointed in the Bankruptcy Case;

(h) Buyer if Seller withdraws or seeks authority to withdraw the Bidding Procedures/Sale Motion.

(i) Buyer, upon the occurrence of a material casualty or condemnation affecting the Purchased Assets.

(j) Buyer, at any time prior to the expiration of the Due Diligence Expiration Date, if Buyer determines, in its sole and absolute discretion, that the results of its due diligence investigation of the Purchased Assets are unsatisfactory or unacceptable for any reason or no reason, including, without limitation, matters relating to the condition, title, operation, value, financial performance, environmental condition, zoning, permits, entitlements, contracts, liabilities, legal requirements or any other matter affecting the Purchased Assets or the transactions contemplated hereby. Upon any such termination, the Good Faith Deposit shall be promptly returned to Buyer, and neither party shall have any further obligations under this Agreement except for those obligations that expressly survive termination.

The Party desiring to terminate this Agreement under this section shall give notice of such termination to the other Party in accordance with the notice provisions herein. Notwithstanding the foregoing, except in connection with a termination of this Agreement by Seller pursuant to Section ~~8.1~~VIII.1(e), Buyer shall be entitled to receive the Good Faith Deposit in full, and Seller shall have no right to retain, apply or otherwise claim any portion of the Good Faith Deposit.

VIII.2 Effect of Termination.

(a) If this Agreement is terminated by Buyer in accordance with Section ~~8.1~~VIII.1(d), Buyer shall be entitled to the return of the Good Faith Deposit (with interest) within three (3) business days of such termination.

(b) If this Agreement is terminated by Seller in accordance with Section ~~8.1~~VIII.1(e), Buyer shall forfeit the Good Faith Deposit and the Good Faith Deposit shall become property of Seller's Estate as liquidated damages.

(c) If this Agreement is terminated in accordance with any other subsection of Section ~~8.1~~VIII.1, such termination shall be without liability of any Party to the other Party to this Agreement ~~(except as set forth in Section 8.2(d) and (e) below)~~, and the Good Faith Deposit (with interest) shall be returned to Buyer within three (3) business days of such termination.

## ARTICLE IX~~ARTICLE IX~~
## ASSUMPTION OF EXECUTORY CONTRACTS OF THE SELLER

IX.1 Assumed Contracts. Buyer shall be solely responsible for and shall pay or cause to be paid at or prior to Closing, all Cure Costs related to the Assumed Contracts. Buyer shall have no obligation to pay any Cure Costs except to the extent expressly set forth on Exhibit "B". Seller represents and warrants that Exhibit "B" sets forth a complete and accurate list of all known Cure Costs for each Assumed Contract.

## ARTICLE X~~ARTICLE X~~
## MISCELLANEOUS

X.1 Further Assurances. After the Closing Date, each Party shall execute and deliver such further documents, and perform such acts, as may be reasonably necessary to transfer and convey the Purchased Assets to Buyer on the terms contained herein, and to otherwise comply with the terms of this Agreement and to carry out the transactions provided for herein.

X.2 Notices. All notices, requests, and other communications to any Party hereunder shall be in writing, via e-mail transmission, and shall be given:

| | |
|---|---|
| If to Seller, to: | Lonestar Dream Inc. and Lonestar Taproot LLC<br>Attn: Michael DuFrayne, CRO<br>~~(mdufrayne@dufraynellc.com)~~(mdufrayne@dufraynellc.com) |
| With a copy to: | Stephen M. Packman, Esq. ~~(spackman@archerlaw.com)~~ (spackman@archerlaw.com) |
| If to Buyer, to | Attn: Jimmy Martini |

Hut 8 Corp.
777 Brickell Ave, Floor 2
Miami, FL 33131
(jimmy.martini@hut8.com)
~~Miami, FL 33131~~
~~(jimmy.martini@hut8.com)~~

With a copy to

Andrew M. Carty
Brown Rudnick LLP
Seven Times Square
New York, NY 10036
~~(acarty@brownrudnick.com)~~
(acarty@brownrudnick.com)

All such notices, requests, and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request, or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

X.3 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

X.4 Expenses. Except as otherwise provided herein, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal, accounting and other professional fees, whether or not the transactions contemplated hereby are consummated.

X.5 Waivers. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

X.6 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding anything to the contrary herein, Buyer shall have the right, in its sole and absolute discretion and without the prior consent of Seller, to assign this Agreement, and its rights and obligations hereunder, in whole or in part, to one or more affiliates of Buyer or to one or more designees (including, without limitation, any entity formed for the purpose of consummating the transactions contemplated hereby); provided, however, that such assignment shall not release Buyer from its obligations hereunder. Seller may not assign, in whole or in part, this Agreement or its rights hereunder without the prior written consent of Buyer.

X.7 Assumption of Risk. Seller agrees to assume the risk of loss or damage to the Purchased Assets occurring on or before the date on which title thereof is conveyed to Buyer.

If, prior to its conveyance, any part of the Purchased Assets which constitutes Equipment has been substantially damaged, lost or destroyed, or if there has been a material condemnation affecting the Purchased Assets, Seller shall notify Buyer of such fact and Buyer may elect to either (i) accept all insurance or condemnation proceeds payable as a result of such destruction, damage or, loss or condemnation and any deductible due from Seller or, (ii) agree to a reduction of the Purchase Price by the current mutually agreed value of the lost, damaged or destroyed Purchased Asset, or (iii) terminate this Agreement and receive the prompt return of the Good Faith Deposit (with interest).

X.8 Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of State of New York, without giving effect to the principles of conflicts of laws thereof) (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, except to the extent that such laws are superseded by the Bankruptcy Code. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court and waive any right to a jury trial regarding the same.

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF

ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR ANY ASSIGNEE THEREOF, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE.

X.9 Entire Agreement; Amendments; Counterparts. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by in writing, executed by Seller and Buyer. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties hereto shall have received a counterpart hereof signed by the other Party hereto.

X.10 Captions; Headings; Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

X.11 Parties Bound. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, successors, and permitted assigns.

X.12 Severability. Except as otherwise provided herein, if any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part or provision of this Agreement shall not render the remainder of this Agreement invalid.

X.13 Retention of Jurisdiction. ANY AND ALL DISPUTES, DISAGREEMENTS, INTERPRETATIONS, OR OTHER MATTERS CONCERNING THE FINAL CONSUMMATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE AND REMAIN IN THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, AS A RESULT THEREOF, ANY PLEADINGS, CAUSES OF ACTION OR OTHER REQUESTS FOR RELIEF MUST BE BROUGHT BEFORE SAID COURT BY THE PARTY SEEKING SUCH RELIEF.

X.14 [Buyer agrees to the terms and conditions of the first amended asset purchase agreement annexed hereto as Exhibit "H."]

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

**SELLER:**

**Lonestar Dream Inc.**

By: _____
~~By:~~ ___~~-~~Name: Kevin Pan
Title: CEO

**SELLER:**

**Lonestar Taproot LLC**

By: _____
~~By:~~ ___~~-~~Name: Kevin Pan, CEO
Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

**BUYER: ~~HUT 8 CORP.,~~ ~~on behalf of itself and its designees~~RAPTOR BASIN LLC**

By: _____ ~~Name:~~

Name:
Title:

**ANNEX I**
**CERTAIN DEFINITIONS**

~~"Alternative Transaction" means an approved sale to a higher bidder other than the Stalking Horse Bidder subject to the terms and conditions of the Agreement and Court.~~

"Auction" means an auction to be held by the Seller in the event higher and better bids are submitted in accordance with the Bidding Procedures.

"Bidding Procedures" means the procedures governing the proposed marketing of, auction of, and bidding for the Purchased Assets pursuant, and attached, to the Bidding Procedures Order.

"Bidding Procedures/Sale Motion" means the motion seeking entry of (i) the Bidding Procedures Order and (ii) Sale Approval Order, which shall be in form and substance reasonably satisfactory to Buyer.

"Bidding Procedures Order" means an Order of the Bankruptcy Court approving the Bidding Procedures, which shall include approval of the Breakup Fee and Expense Reimbursement., and which shall be in form and substance acceptable to Buyer in its reasonable discretion and shall include, at a minimum, customary bid protections, including: (i) a minimum initial overbid in an amount equal to the sum of the Breakup Fee, Expense Reimbursement and an initial overbid increment to be agreed by the parties; (ii) minimum subsequent overbid increments to be agreed by the parties; (iii) requirements that any competing bidder qualify as a "Qualified Bidder" (including delivery of a binding mark-up of the APA with no fewer terms or conditions, proof of financial wherewithal to close, and a non-refundable deposit at least equal to the Good Faith Deposit); (iv) restrictions on credit bidding by any party with disputed liens; (v) payment of the Breakup Fee and Expense Reimbursement on the closing of any alternative transaction with a competing bidder; and (vi) such other customary stalking horse protections as Buyer may reasonably require.

"Business Day" means any day that is not a Saturday, Sunday, or a day on which banking institutions in New York, New York are not required to be open.

"Claim" means any claim, demand, assessment, judgment, order, decree, action, cause of action, litigation, suit, investigation, or other Proceeding.

"Competing Transaction" shall mean a transaction with a bidder who has offered Seller a higher and better purchase price for the Purchased Assets to that offered by Seller, which higher and better bid is approved by order of the Bankruptcy Court.

"Cure Costs" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by Debtor and assignment to Buyer of the Assumed Contracts.

"Data Center" means any facility that is intended to be used, in whole or in part, for the housing, powering, cooling, interconnection or operation of computing, data processing, data storage, networking, telecommunications or similar information technology or electronic equipment, for high-performance computing, artificial intelligence, machine learning, cloud, hosting or colocation operations, which shall, for the avoidance of doubt, exclude such a facility operated primarily for the purposes of mining Bitcoin or other cryptocurrencies, digital assets, tokens or similar blockchain-based assets.

"Debtor" means Lonestar Dream, Inc. and Lonestar Taproot LLC.

"Estate" shall mean the Seller's bankruptcy estate consisting of all assets, rights and interests of the Debtor on the Petition Date in the Bankruptcy Case.

"Final Order" means an order or judgment, the operation or effect of which is not stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

"Governmental Entity" means any federal, state, local or foreign political subdivision, court, administrative agency, board, bureau, commission, or department or other governmental authority or instrumentality.

"Law" means any law, statute, treaty, rule, directive, or regulation or Order of any Governmental Entity.

"Liability" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, regardless of when asserted.

"Material Adverse Effect" means any event, change, circumstance, occurrence, effect, development or state of facts that, individually or in the aggregate, (a) has had, or would reasonably be expected to have, a material adverse effect on the Purchased Assets or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of Seller to consummate the transactions contemplated by this Agreement; *provided*, *however*, that none of the following, alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect: (i) changes in general economic, regulatory or political conditions or the financial, credit or securities markets in general (including changes in interest rates or exchange rates); (ii) changes generally affecting the industry in which the Business operates; (iii) changes in Law or GAAP (or authoritative interpretations thereof); (iv) any natural disaster, act of God, epidemic, pandemic or disease outbreak; (v) any act of terrorism, sabotage, cyberattack, military action or war; or (vi) the announcement or pendency of the transactions contemplated by this Agreement or the Bankruptcy Case; *provided*, *further*, that any event, change, circumstance, occurrence, effect, development or state of facts referred to in clauses

(i) through

(v) may be taken into account in determining whether a Material Adverse Effect has occurred to the extent such event, change, circumstance, occurrence, effect, development or state of facts has a disproportionate adverse effect on the Purchased Assets.

"Orders" means judgments, writs, decrees, compliance agreements, injunctions, rules, awards, settlement agreements, or orders of any Governmental Entity or arbitrator.

"Permits" means all permits, licenses, authorizations, registrations, franchises, approvals, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Entities.

"Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination, or investigation commenced, brought, conducted, or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

"Person" shall be construed broadly and shall include an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or another entity including a Governmental Entity (or any department, agency, or political subdivision thereof).

"Pyote Agreement" means that certain Aset Purchase Agreement, dated as of September 21, 2026, by and between LONESTAR DREAM INC., a Delaware corporation, as seller, and LONESTAR TAPROOT LLC, a Delaware limited liability company, as seller, and MESQUITE FALCON LLC, a Delaware limited liability company, as buyer, executed substantially contemporaneous herewith.

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Sale Approval Order" means an order of the Bankruptcy Court in form and substance acceptable to Buyer, *inter alia*, (a) approving (i) this Agreement and the execution, delivery, and performance by Debtor of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale of the Purchased Assets to Buyer free and clear of all Liens; (iii) the assumption

**EXHIBIT D-1**

# ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** ("Agreement"), dated as of September 22, 2026 (the "Effective Date"), is made by and between LONESTAR DREAM INC., a Delaware corporation (the "Seller 1") and LONESTAR TAPROOT LLC, A Delaware limited liability company (the "Seller 2" together with Seller 1, each a "Seller" and collectively, the "Sellers"), and PECOS INDUSTRIAL DEVELOPMENT, LLC, a Delaware limited liability company (the "Buyer" and, together with Sellers, collectively, the "Parties" and, individually, a "Party"). Capitalized terms used in this Agreement are as defined herein.

## RECITALS

**WHEREAS**, Seller was engaged in the business of, *inter alia*, crypto mining and hosting operations (the "Business") at the Tarbush Property set forth below through July 10, 2026.

**WHEREAS**, Seller is the occupant of that certain real property located at 4143 US Hwy 285, Fort Stockton, TX 79735 in Pecos County, Texas, (known as the "Tarbush Property").

**WHEREAS**, Seller is the owner of certain personal property, equipment and other assets located at the Tarbush Property and set forth on the **Exhibit "A"** attached hereto (the "Purchased Assets").

**WHEREAS**, on July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case").

**WHEREAS**, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchase Assets in accordance with this Agreement and sections 105, 363, and 365 of the Bankruptcy Code.

**WHEREAS,** the execution and delivery of this Agreement and Seller's ability to consummate the transactions set forth in this Agreement, are subject to entry of the Sale Approval Order and closing of the Adjacent Property PSA.

**WHEREAS**, Buyer has agreed to serve as the "backup bidder" to the winning bidder at auction, Raptor Basin LLC ("Winning Bidder"), under the Sale Approval Order ("Backup Bidder"), as to the Purchase Assets.

**NOW THEREFORE,** in consideration of the mutual covenants, representations, warranties, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE I
SALE OF ASSETS

I.1 Sale of Purchased Assets.

(a) On the Closing Date and subject to the terms and conditions and exclusions contained in this Agreement (including but not limited to Section I.3) and subject to Permitted Liens as defined herein, each Seller will sell, transfer, convey, assign, and deliver all of Seller's right, title, and interest in and to the Purchased Assets, free and clear of any and all interests, Claims, obligations, rights, encumbrances, pledges, and liens in, against or with respect to any of the Purchased Assets or each Seller having arisen, existed or accrued prior to and through the Closing Date, whether direct or indirect, absolute or contingent, choate or inchoate, known or unknown, matured or unmatured, liquidated or unliquidated, arising or imposed by agreement, understanding, law, equity, statute or otherwise and whether arising prior to, on or after the Petition Date, including claims or liabilities otherwise arising under doctrines of successor liability, *de facto* merger or substantial continuity or liabilities or obligations arising under any law or orders (collectively, "Liens").

(b) The Purchased Assets include the following assets of Seller:

(i) The assets set forth on Exhibit "A" hereto;

(ii) all Approvals (hereinafter defined), electrical power allocations, interconnection rights, utility service rights, and related power rights associated with the Tarbush Property and all rights to future power capacity increases, all as more fully described in Section VII.2(d) hereof;

(iii) all rights under those executory contracts (the "Contracts") and personal property and commercial real property leases (the "Leases") set forth on Exhibit "B" attached hereto. The Contracts and Leases are herein, at times, collectively referred to as the "Assumed Contracts" and, individually, as an "Assumed Contract"; provided however, that Buyer may at any time prior to Closing remove any Assumed Contracts from Exhibit "B". Upon removal, such Contracts or Leases shall no longer be an Assumed Contract;

(iv) all claims under existing insurance policies to the extent such policies may provide coverage or a defense with respect to the Purchased Assets;

(v) any and all transferable federal, state, local and foreign governmental Permits, authorizations, and approvals of Seller related to the Purchased Assets;

(vi) copies of documents, books and records of each Seller relating to the Purchased Assets, including electronic data.

I.2 Instruments of Conveyance and Transfer.

(a) Upon the Closing, Seller shall deliver to Buyer possession of the Purchased Assets and convey to Buyer clear title to all of the Purchased Assets.

(b) At the Closing, Seller shall execute and deliver to Buyer a bill of sale and such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as are reasonably necessary to transfer, convey, and assign good and marketable title to Buyer of the Purchased Assets, free and clear of any and all Liens except for Permitted Liens.

I.3 Excluded Assets.

The Purchased Assets shall exclude all assets and interests of the Seller set forth on **Exhibit "C"** hereto (collectively, the "Excluded Assets").

I.4 Assumed Liabilities. As of the Closing, Buyer shall assume, and pay when due, all Cure Costs due on the Assumed Contracts and any other liabilities of Seller which Buyer has expressly agreed in writing to assume as set forth on Exhibit "D" (collectively, the "Assumed Liabilities"); provided however, that Buyer may at any time prior to Closing remove any Assumed Liabilities from Exhibit "D". Upon removal, such liabilities shall no longer be an Assumed Liability.

I.5 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, except for the Assumed Liabilities set forth herein, Buyer shall not assume, or become obligated in any way to pay, any of Seller's liabilities, obligations, or debts of any kind whatsoever, whether accrued, absolute, contingent, or otherwise, whether known or unknown, whether due or to become due, and regardless of when or by whom asserted, including, without limitation, to the following (collectively, the "Excluded Liabilities"):

(a) any of Seller's liabilities under this Agreement, and any other agreements (written or oral) entered into by Seller other than the Assumed Contracts.

(b) any liabilities from the Seller's business ("Business");

(c) any note payable in favor of, or any other amount owed to, any of Seller's lenders or creditors;

(d) any liability of Seller with respect to any Taxes;

(e) any of Seller's liabilities (i) arising by reason of any violation or alleged violation of any federal, state, or foreign law, or any requirement of any Governmental Entity, (ii) arising by reason of any breach or alleged breach by Seller of any contract, agreement, license, commitment, instrument, judgment, order, or decree, (iii) arising under any environmental, health, and safety laws, regulations, and/or requirements;

(f) any liability of Seller arising out of the injury to or death of any individual, or damage to or destruction of any property, whether based on negligence, breach of warranty, strict liability, enterprise liability, or any other legal or equitable theory, and arising from or related to products (or parts or components thereof) distributed or otherwise disposed of or for services performed by Seller;

(g) any of Seller's liabilities, including legal fees and expenses, for vacation pay, sick pay, holiday pay, salary, bonuses, severance pay, workers' compensation, benefits, fringe benefits or other payments or liabilities of any kind to any current or former employee of, or any

party who was hired or engaged by, Seller, or under any employee benefit or employee benefit plan, resulting from Seller's conduct;

(h) any of Seller's liability for any expenses or fees related to the negotiation, preparation, approval, or execution of this Agreement or its transactions (including attorneys', accountants', and brokerage fees incurred by or charged to Seller);

(i) any of Seller's liabilities arising from conduct before the Closing, or the actions of its officers, directors, shareholders, employees, consultants, contractors, agents, or advisors; and

(j) any of Seller's other liabilities other than the Assumed Liabilities.

Seller acknowledges that it retains the Excluded Liabilities

I.6 Purchase Price. The purchase price to be paid by Buyer to Seller for the Purchased Assets is One Hundred Million Five Hundred Thousand U.S. Dollars ($100,500,000) (the "Closing Purchase Price") and shall be paid as follows:

(a) A deposit of Two Million Three Hundred Thousand Dollars ($2,300,000) previously deposited with Seller's escrow agent, Archer & Greiner, from Buyer ("Good Faith Deposit"), shall be held in an interest-bearing escrow account by Seller's counsel (the "Escrow Agent") and pursuant to an escrow agreement in form and substance reasonably acceptable to Buyer and Seller, attached hereto as Exhibit "G" (the "Escrow Agreement") until Closing, with the funds (including any interest earned thereon) to be applied to the Closing Purchase Price at Closing. The Escrow Agent shall not release, transfer, apply or otherwise dispose of the Good Faith Deposit except (i) at Closing, in accordance with joint written instructions from Buyer and Seller, (ii) pursuant to a written agreement executed by Buyer and Seller, or (iii) pursuant to a final, non-appealable order of a court of competent jurisdiction. The Escrow Agent shall have no discretion or authority to determine entitlement to the Good Faith Deposit. All escrow fees and costs shall be borne by Seller unless otherwise agreed by the parties.

(b) The balance of the Closing Purchase Price shall be paid by Buyer to Seller at Closing (the "Closing Payment");

(c) The Good Faith Deposit shall be fully refundable (with interest) as set forth herein. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of the Estate under the Bankruptcy Code, that Seller's Estate shall have no interest of any kind under Chapter 5 of the Bankruptcy Code or applicable law (equitable or otherwise) in and to the Good Faith Deposit and the Escrow Agent shall hold the Good Faith Deposit in trust in accordance with this Agreement. In the event that Buyer purchases the Purchased Assets and the sale closes, then all Good Faith Deposit payments made by Buyer pursuant to the terms of this Agreement (together with any interest earned thereon) shall be credited to and offset against the Closing Purchase Price and paid to the credit of Seller at the Closing.

I.7 Allocation of Closing Purchase Price. The Allocation of the Closing Purchase Price shall be determined by the Buyer as soon as commercially practicable, but no later

than one hundred and eighty (180) days after the Closing. The Parties hereby agree that they shall file all federal, state, and local Tax Returns and reports in a manner consistent with such allocation, and that neither Party will assert or maintain a position inconsistent with such allocation in any administrative or judicial proceeding, including any tax audit or tax proceeding.

I.8 Transfer Taxes. The Party that is required by applicable Law to pay any and all bulk sale, stamp, documentary, filing, recording, registration, sales, use, transfer, added-value or other non-income Tax, fee, or governmental charge imposed under applicable Law in connection with the transactions contemplated hereby (the "Transfer Taxes") shall be responsible for paying that Party's Transfer Taxes. The Party that is required by applicable Law to file any Tax Returns in connection with Transfer Taxes described in the immediately preceding sentence shall prepare and timely file such Tax Returns. Seller shall timely provide Buyer with all information and documentation reasonably requested by Buyer in connection with such Tax Returns and shall execute any documents reasonably requested by Buyer in connection therewith. Buyer shall be entitled to receive such Tax Returns and other documentation reasonably in advance of filing by the Seller, but not less than ten (10) Business Days prior to the due date of such Tax Returns, and such Tax Returns and other documentation shall be subject to Buyer's approval, which shall not be unreasonably withheld, delayed, or conditioned. Buyer and Seller shall cooperate in making, in a timely manner, all Tax Returns, filings, reports, forms and other documentation as are necessary or appropriate to comply with all applicable Laws in connection with the payment of Transfer Taxes and shall cooperate in good faith to minimize, to the fullest extent possible under such Laws, the amount of any such Transfer Taxes. Seller shall take all actions reasonably requested by Buyer to obtain any available exemption, reduction or refund of any Transfer Taxes.

I.9 Proration. All monthly payments (the "Prorated Charges") for the month in which the Closing occurs (including utility charges) shall be apportioned and prorated between Seller and Buyer as of the Closing Date with (i) Buyer bearing the expense of Buyer's proportionate share of such Prorated Charges that shall be equal to the product obtained by multiplying (A) a fraction, the numerator being the amount of the Prorated Charges and the denominator being the total number of days in the month in which the Closing occurs, times (B) the number of days following the day that immediately precedes the Closing Date and paying such amount to Seller to the extent payment for such Prorated Charges has been made by Seller prior to the Closing, and (ii) Seller bearing the remaining portion of such Prorated Charges (and paying the amounts thereof to Buyer to the extent payment for such Prorated Charges has not been previously made by Seller). Seller shall be responsible for any and all taxes and assessments, including any interest, penalties or fees, incurred prior to the Closing and any transfer taxes associated with the transfer of the Real Property to Buyer. Buyer shall be responsible for all taxes and assessments accruing after the Closing. The Closing statement to be prepared by Buyer's title company (the "Title Company") shall reflect such proration based on the most recent and available tax rate and valuation. Any other costs or expenses, if any, shall be allocated between and charged to Buyer and Seller in accordance with the Title Company's usual practices. Seller shall be responsible for the cost of the preparation and delivery of all documents to be furnished by Seller. Buyer shall be responsible for the cost of recording the deed and the cost of purchasing a title insurance policy. The Closing fee of the Title Company will be paid by Buyer. Except as set forth herein, no amounts paid or payable under or in respect of any Purchased Asset or group of Purchased Assets shall be apportioned and prorated between Seller and Buyer.

I.10 Sales Tax. Buyer shall be responsible for and pay any and all sales tax due and payable arising from the transactions contemplated by this Agreement.

## ARTICLE II CLOSING

II.7 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place on the date ("Closing Date") that is no later than 45 days after Seller gives Buyer notice ("Backup Bidder Notice") that it intends to proceed with a closing transaction with Buyer. The Backup Bidder Notice shall be given by Seller to Buyer within five business days of the earlier of the date when (i) the Winning Bidder fails to close pursuant to the Asset Purchase Agreement between the Seller and Winning Bidder and (ii) the date Seller terminates its agreement with the Winning Bidder (the "Notice Date"). If the Approvals set forth in Section 7.2(d) are not in place as of the Notice Date to permit Seller to close as of the Closing Date, the Seller will advise Buyer accordingly, and the Closing Date shall be extended so that Buyer shall have no less than 45 days from the date Seller obtains the Approvals ("Approvals Date"), to close. The Backup Bidder Notice cannot be given later than April 15, 2027, and Closing cannot occur later than May 30, 2027, unless either of those dates is extended by written agreement of the Parties.

II.8 Deliveries to be Made by Seller at Closing. At the Closing, Seller shall deliver the following to Buyer free and clear of Liens, except Permitted Liens, all of which shall be properly authorized and executed by Seller and acceptable to Buyer in its reasonable discretion:

(a) possession of the Purchased Assets;

(b) a bill of sale and/or such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer may deem desirable in a form reasonably satisfactory to Buyer, conveying title from Seller to Buyer to the Purchased Assets, free and clear of any and all Liens, except Permitted Liens;

(c) the Assignment and Assumption Agreement;

(d) such affidavits, certifications and other documentation evidencing the authority of the person executing the subject documents on behalf of Seller in a form acceptable to Buyer;

(e) if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than any liens for *ad valorem* taxes falling due after Closing or any additional exceptions approved by Buyer in writing or otherwise required by law (collectively, "Permitted Liens")) affecting the Purchased Assets to the maximum extent permitted by Section 363 of the Bankruptcy Code, such releases and termination statements with respect to all Liens (other than Permitted Liens) on the Purchased Assets as may be necessary and required by Buyer; provided, however, nothing herein shall obligate Buyer to proceed to Closing if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than Permitted Liens) to the maximum extent permitted by Section 363 of the Bankruptcy Code;

(f) such other documents of assignment and transfer as may be reasonably required to vest all right, title, and interest of Seller in and to the Purchased Assets in Buyer;

(g) an assignment and assumption agreement relating to the Assumed Contracts in a form reasonably satisfactory to Buyer (the "Assignment and Assumption Agreement") duly executed by Seller;

(h) resolution of the board of directors of Seller authorizing the execution and delivery of this Agreement and all documents contemplated hereby and consummation of the transaction contemplated herein;

(i) an executed certificate of Seller to the effect that, as of the Closing Date, all representations and warranties of Seller contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Seller contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date;

(j) an information reporting form for purposes of preparing an IRS Form 1099-S;

(k) such other documents as shall be reasonably requested by Buyer or its counsel in connection with the transactions contemplated by this Agreement.

II.9 Deliveries to be Made by Buyer at the Closing. At the Closing, Buyer shall deliver the following to Seller:

(a) the Closing Payment;

(b) the Assignment and Assumption Agreement;

(c) resolutions of the Buyer authorizing the execution and delivery of this Agreement and of all documents contemplated hereby and consummation of the transaction contemplated herein;

(d) an executed certificate of Buyer to the effect that, as of the Closing Date, all representations and warranties of Buyer contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Buyer contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date; and

(e) such other documents as shall be reasonably requested by Seller or its counsel in connection with the transactions contemplated by this Agreement. and closing of the sale transactions herein.

## ARTICLE III
## REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, each Seller jointly and severally hereby represents and warrants to the Buyer as of the Effective Date and as of the Closing Date, as if such representations and warranties had been made at the Closing Date, as follows:

III.7 Organization and Authority. Seller 1 is a corporation and Seller 2 is a limited liability company, and each Seller is duly organized, validly existing, and in good standing under the laws of the State of Delaware. This Agreement and Seller's execution thereof has been duly authorized by all necessary corporate action. Seller has obtained and currently maintains all qualifications to do business as a foreign entity in all other jurisdictions in which the character of Seller's properties or the nature of Seller's activities require it to be so qualified. Subject to entry of the Sale Approval Order by the Bankruptcy Court, Seller has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Seller that is enforceable in accordance with its terms.

III.8 Governmental Authorization. The execution, delivery, and performance by Seller of this Agreement requires no action by, or filing with, any governmental body, agency, or official, other than approvals of authorization by the Bankruptcy Court and Approvals set forth in Section 7.2(d), and all such approvals, authorizations, consents, notices and filings necessary for Seller to consummate the transactions contemplated hereby shall have been duly obtained, made or given prior to the Closing and shall be in full force and effect. No other consent, approval, authorization, order, permit or filing is required that would prevent, delay or impair Seller's ability to consummate the transactions contemplated hereby or Buyer's ownership or use of the Purchased Assets following the Closing.

III.9 No Conflict. Subject to entry of the Sale Approval Order, the execution, delivery and performance of this Agreement by Sellers do not and will not (a) violate each Seller's Organizational Documents, (b) violate any applicable Law or Order applicable to each Seller or the Purchased Assets, (c) result in any breach or default under any material Contract relating to the Purchased Assets, or (d) result in the creation of any Lien on the Purchased Assets other than Permitted Liens.

III.10 Litigation. Except as disclosed in the Bankruptcy Case or on Exhibit "E" there is no action, suit, proceeding, arbitration, investigation or governmental inquiry pending or, to Seller's knowledge, threatened against Seller or affecting the Purchased Assets that would reasonably be expected to materially impair the Purchased Assets or prevent or delay the consummation of the transactions contemplated hereby.

III.11 Sufficiency of and Title to the Purchased Assets. Each Seller has and, pursuant to the Sale Approval Order and upon Closing, Buyer shall acquire good, valid and marketable title in and to the Purchased Assets, free and clear of all Liens, other than Permitted Liens expressly assumed by Buyer pursuant to this Agreement. Seller has good and valid title to, or a valid and enforceable right to transfer, each of the Purchased Assets. None of the Purchased Assets is subject to any restriction on transfer or other agreement that would impair Buyer's ownership, use or enjoyment thereof following the Closing.

III.12 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court and Approvals, there is no agreement or other instrument binding upon Sellers requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

III.13 Utilities. Seller has not received any written notice that any electrical service, power allocation, interconnection rights, utility service, water, sewer, telecommunications or other utility serving the Purchased Assets will be reduced, terminated or materially modified. To Seller's knowledge, there exists no condition that would materially impair the transfer or continued availability of such utility rights following Closing.

III.14 Assumed Contracts. Each Seller has made available to Buyer a copy of all Assumed Contracts, together with all amendments, exhibits, attachments, waivers, or other changes thereto and, to Seller's knowledge, such copies are true, correct and complete in all material respects and constitute all documents comprising the Assumed Contracts. Sellers have not received any written notice of any material default by any party under any Assumed Contract that remains uncured, except as disclosed to Buyer in writing. Each Seller represents that it has not taken or failed to take any action that would impair its ability to assume and assign any Assumed Contract designated for assumption and assignment pursuant to this Agreement. Sellers shall use commercially reasonable efforts to obtain entry of all orders and take all actions reasonably necessary to facilitate the assumption and assignment of the Assumed Contracts designated by Buyer. Buyer acknowledges that the Bankruptcy Court may not approve assumption and assignment of all contracts designated by the Buyer hereunder provided, however, that Buyer shall not be obligated to close if the failure to assume and assign any Assumed Contract designated by Buyer would reasonably be expected to have a Material Adverse Effect on the Purchased Assets.

III.15 Certain Fees. Other than DuFrayne LLC and Manning Land and Manning Mineral LLC, Seller has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement or the transactions this Agreement contemplates.

III.16 Notices of Certain Events. Sellers shall promptly notify Buyer of:

(a) Any notice or other written communication from any third-party alleging that the consent of such third-party is or may be required in connection with the consummation of the transactions contemplated by this Agreement; and

(b) Any material written communication from any governmental or regulatory agency or authority in connection with or relating to the transactions contemplated by this Agreement.

III.17 Equipment. All of Seller's equipment ("Equipment") is owned by the Sellers and, when conveyed by Sellers to Buyer, will be owned by Buyer free and clear of all Liens except Permitted Liens. The Equipment constitutes all material equipment owned by Seller and used in connection with the Purchased Assets and is in substantially the same condition as of the Effective Date, ordinary wear and tear excepted. Seller has not leased, licensed or otherwise granted any third party any right to possess or use any Equipment, except as disclosed in this Agreement or the Disclosure Schedules. Upon the Closing, Buyer shall acquire good and marketable title to the Equipment, free and clear of all Liens other than Permitted Liens, together with all warranties, guarantees and similar rights, to the extent transferable.

III.18 Permits. Sellers possess all material permits, licenses, approvals and governmental authorizations necessary for the ownership and operation of the Purchased Assets as presently conducted, and such permits are in full force and effect.

III.19 Taxes. Each Seller has timely filed (or caused to be timely filed) all material Tax Returns required to be filed with respect to the Purchased Assets and has timely paid, or will timely pay, all Taxes required to be paid by each Seller with respect to the Purchased Assets for all taxable periods ending on or before the Closing Date, other than Taxes being contested in good faith by appropriate proceedings. There are no Liens for Taxes upon any of the Purchased Assets, other than Permitted Liens arising by operation of applicable Law for Taxes not yet due and payable. Sellers have not received any written notice of any pending audit, examination or proceeding by any taxing authority relating to Taxes that would result in a Lien on, or otherwise materially adversely affect, the Purchased Assets.

III.20 Financial Information.

(a) Seller has made available to Buyer all financial statements, operating statements, utility billing records, capital expenditure information, and other financial or operating information relating to the Purchased Assets, that are in Seller's possession or control and have been requested by Buyer (collectively, the "Financial Information").

(b) To Seller's knowledge, the Financial Information delivered or made available to Buyer has been prepared in good faith from the books and records of Seller, is true, correct and complete in all material respects, and fairly presents, in all material respects, the information purported to be reflected therein for the applicable periods. Seller has not knowingly omitted any material information necessary to make the Financial Information, taken as a whole, not misleading.

(c) Since the date of the most recent Financial Information made available to Buyer, Seller has not become aware of any material adverse change in the financial condition or operation of the Purchased Assets that has not been disclosed to Buyer in writing. Seller has made available to Buyer true, correct and complete copies, in all material respects, of all books, records, utility information, correspondence, reports, contracts and other documents in Seller's possession or control relating to the Purchased Assets that have been requested by Buyer. To Seller's knowledge, such books and records accurately reflect the information they purport to contain in all material respects, and Seller has not knowingly withheld any material information relating to the Purchased Assets requested by Buyer.

III.21 Environmental Matters. Except as set forth on Exhibit “F” to Seller's knowledge: (a) Each Seller is, and during Seller's ownership of the Purchased Assets has been, in material compliance with all applicable Environmental Laws with respect to the Purchased Assets; (b) Seller has not received any written notice, demand, claim, request for information or other written communication from any governmental authority or third party alleging any material violation of, or material liability under, any Environmental Law with respect to the Purchased Assets that remains unresolved; (c) there has been no release, discharge, disposal or threatened release of any Hazardous Substance at, on, under or from the Purchased Assets in violation of applicable Environmental Laws that would reasonably be expected to result in material liability relating to the Purchased Assets; (d) Seller has not received any written notice of the presence of

any underground storage tanks, asbestos-containing materials, polychlorinated biphenyls or other regulated Hazardous Substances at the Purchased Assets, except as disclosed on Exhibit "F"; (e) Seller has obtained and is in material compliance with all material permits, licenses and other governmental authorizations required under applicable Environmental Laws with respect to the ownership and operation of the Purchased Assets; and (f) there is no pending or, to Seller's knowledge, threatened investigation, action or proceeding under any Environmental Law relating to the Purchased Assets that would reasonably be expected to result in material liability or materially impair Buyer's ownership, development or use of the Purchased Assets following the Closing. For purposes of this Agreement, "Environmental Laws" means all applicable federal, state and local Laws relating to pollution, the protection of human health or the environment, or the manufacture, generation, use, handling, storage, treatment, transportation, release or disposal of Hazardous Substances, each as amended from time to time. "Hazardous Substances" means any substance, material or waste that is regulated under any Environmental Law, excluding quantities of substances customarily used, stored or maintained in compliance with applicable Environmental Laws.

III.22 General Warranty. None of the representations or warranties contained herein by Seller, nor any exhibit, schedule, statement, or certificate furnished to or to be furnished by Seller to Buyer pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

III.23 Seller represents and warrants that: (i) it is not an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the "Code"), which is subject to Section 4975 of the Code; and (ii) the assets of Seller do not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Code; and (iii)(a) Seller is not a "governmental plan" within the meaning of Section 3(32) of ERISA, and the assets of Seller do not constitute plan assets of one or more such plans; or (b) transactions by or with Seller are not in violation of state statutes applicable to Seller regulating investments of and fiduciary obligations with respect to governmental plans.

III.24 Neither Seller, nor any ERISA Affiliates (as hereinafter defined) has, within the last six (6) years, made a "partial withdrawal" or a "complete withdrawal" (within the meaning of Sections 4205 and 4203 of ERISA) from any "multiemployer plan," nor incurred any liability on account of a "partial withdrawal" or a "complete withdrawal" from any "multiemployer plan", no such liability has been asserted through a "Notice of Assessment" or any similar correspondence, and there are no events or circumstances which could result in any such partial or complete withdrawal, neither Seller, the Property Manager nor any ERISA Affiliate has incurred or could be subjected to any liability under Title IV or Section 302 of ERISA that could reasonably be expected to result in liability to the Buyer ("ERISA Affiliate" means, at any time, each trade or business (whether or not incorporated) that would, at the time, be treated together with either Seller or the Property Manager as a single employer under Title IV or Section 302 of ERISA or Sections 414(b) or 414(c) of the Code.

III.25 Seller covenants and warrants that all of the representations and warranties set forth in this Agreement shall be true and correct at, and as of, the Closing Date, but

not thereafter. No representations or warranties of Seller shall survive Closing unless specifically set forth herein.

III.26 No Other Representations or Warranties. Other than as set forth herein, the Purchased Assets are being sold "as is," "where is," and "with all faults," and Buyer, or any ultimate highest bidder pursuant to any Auction or order of the Bankruptcy Court, hereby acknowledges and agrees that Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets. Buyer will accept the Purchased Assets "as is" and "where is" at closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF BUYER

IV.7 Organization and Authority. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. Buyer has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein and have been duly authorized by all necessary action on the part of Buyer. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Buyer that is enforceable in accordance with its terms.

IV.8 No Conflicts. The execution, delivery, and performance of this Agreement by Buyer will not (i) violate any provision of any existing law, statute, rule, regulation, or ordinance, or (ii) conflict with, result in a breach of, or constitute a default under (a) any certificate or articles of incorporation or by-laws of Buyer, (b) any order, judgment, award or decree of any court, governmental authority, bureau or agency, or (v) any mortgage, indenture, lease, contract or other agreement, or undertaking to which Buyer is a party or by which Buyer or its properties or assets may be bound.

IV.9 Investigation by Buyer. Buyer has conducted its own independent review and analysis of the Purchased Assets, the Assumed Liabilities, and the Assumed Contracts and acknowledges that it has conducted such diligence as it deems necessary or appropriate in connection with the transactions contemplated hereby. Notwithstanding the foregoing, Buyer's investigation shall not limit, diminish or otherwise affect Seller's representations, warranties, covenants or obligations under this Agreement, any Seller Disclosure Schedule or any other document delivered in connection herewith. Buyer shall be entitled to rely upon the accuracy and completeness of the Seller's representations and warranties expressly set forth herein, and Seller shall remain liable for any breach thereof.

IV.10 Nothing herein shall waive or limit any rights or remedies of Buyer arising from Seller's fraud, willful misconduct, intentional misrepresentation or breach of this Agreement. Buyer is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Liabilities.

IV.11 Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending, against or, to the knowledge of Buyer, threatened against or affecting Buyer before any court or arbitrator or any governmental body, agency, or official, which in any manner

challenges or seeks to prevent, enjoin, alter, or materially delay any transactions contemplated by this Agreement.

IV.12 Certain Fees. Buyer has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement.

IV.13 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court and the Approvals, there is no agreement or other instrument binding upon Buyer requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

IV.14 General Warranty. None of the representations or warranties contained herein by Buyer, nor any exhibit, schedule, statement, or certificate furnished or to be furnished by Buyer to Seller pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

## ARTICLE V
## COVENANTS OF SELLER AND BUYER

V.7 Efforts; Further Assurances. Seller and Buyer will use commercially reasonable efforts to take any and all actions and to do all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated in this Agreement. Seller and Buyer agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to vest marketable title to the Purchased Assets in Buyer.

V.8 Notices. If (i) Buyer becomes aware of any material breach by Seller of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Seller, or (ii) Seller becomes aware of any material breach by Buyer of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Buyer, the Party becoming aware of such breach shall promptly notify the other Party in writing, in accordance with the notice provisions of this Agreement. Upon such notice of breach, the breaching Party shall have five (5) days to cure such breach before the exercise of any remedies in connection therewith.

V.9 Pre-Closing Covenants. As material terms of this Agreement:

(a) From the Effective Date until the Closing Date, Seller will maintain the Purchased Assets in the manner consistent with its standards of maintenance prevailing immediately prior to the Effective Date and it will not commit or permit to be committed any waste or change in the condition or appearance of the Purchased Assets, or convey any other right with respect to the Purchased Assets except with the written consent and joinder of Buyer. Seller shall operate, manage and maintain the Purchased Assets in the ordinary course consistent with past

practice and shall promptly notify Buyer of any material damage, casualty, condemnation, governmental action or other event affecting the Purchased Assets. Seller will keep all current insurance policies concerning the Purchased Assets in full force and effect until Closing and shall not modify, cancel, terminate or permit any lapse in coverage without Buyer's prior written consent. Buyer and Seller, or its representative, shall have the right to walk the Tarbush Property the day before the Closing Date, unless otherwise waived by Buyer in writing, to confirm the condition of the Purchased Assets.

(b) Seller must not transfer any of the Purchased Assets, create any Lien on the Purchased Assets, grant any easements or rights-of-way, or enter into any contract, lease, license, agreement, commitment or other arrangement affecting the Purchased Assets or Buyer's intended use thereof, which is not cancelable on and as of the Closing Date without Buyer's prior written consent. Seller shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect Buyer's rights in or to the Purchased Assets, the value thereof, or the ability to consummate the transactions contemplated hereby.

(c) Seller shall operate, manage and maintain the Purchased Assets in the ordinary course of business consistent with past practice and shall use commercially reasonable efforts to preserve intact the Purchased Assets and the goodwill associated therewith. Seller shall not take, or omit to take, any action that would reasonably be expected to materially impair the value of the Purchased Assets or Buyer's ability to consummate the transactions contemplated by this Agreement.

(d) Seller shall not amend, modify, terminate, renew, extend, waive any material rights under, or enter into any new Assumed Contract, or consent to any amendment, modification or termination of any Assumed Contract, without the prior written consent of Buyer.

(e) Seller shall use commercially reasonable efforts to preserve and maintain in full force and effect all permits, approvals, authorizations, licenses, utility allocations, interconnection rights, governmental approvals and other rights relating to the Purchased Assets, and shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect the transferability, availability or use thereof by Buyer following the Closing.

(f) Seller shall promptly notify Buyer in writing of (i) any material damage to or destruction of the Purchased Assets, (ii) any condemnation or threatened condemnation affecting the Purchased Assets, (iii) any written notice of violation, default, investigation or enforcement action relating to the Purchased Assets, (iv) any material claim, action or proceeding affecting the Purchased Assets, or (v) any event or circumstance that would reasonably be expected to result in a Material Adverse Effect or prevent or materially delay the consummation of the transactions contemplated hereby.

(g) Seller shall provide Buyer and its representatives with reasonable access, upon reasonable prior notice and during normal business hours, to the Purchased Assets, the Assumed Contracts, books and records, and such other information relating to the Purchased Assets as Buyer may reasonably request in connection with the transactions contemplated hereby.

(h) Seller shall use commercially reasonable efforts to obtain entry of the Bid Procedures Order and the Sale Approval Order and to satisfy all conditions to Closing within

Seller's control and shall not take any action that would reasonably be expected to delay, impair or prevent the consummation of the transactions contemplated hereby.

(i) Seller shall preserve all books, records, files and other documents relating to the Purchased Assets and shall not destroy, discard or materially alter any such books, records or documents prior to the Closing, except in the ordinary course of business and in accordance with applicable Law.

(j) Seller shall not settle, compromise or release any material insurance claim, condemnation award or other claim relating to the Purchased Assets without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(k) Buyer waives any title objections on the Adjacent Property related to or based upon mineral rights, including but not limited to mineral reservations, leases and other mineral rights exceptions.

V.10 Post-Closing Covenants. As material terms of this Agreement:

(a) Immediately upon the consummation of the Closing, the Parties agree to cooperate with one another and use all good faith efforts to take (or cause to be taken) all actions, and to do (or cause to be done) all things reasonably necessary or proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, (i) providing access and title to the Purchased Assets to Buyer; and (ii) assisting Buyer with obtaining access and control over the Purchased Assets.

## ARTICLE VI
## BANKRUPTCY MATTERS; BIDDING PROCEDURES

VI.7 Bankruptcy Filings. Seller shall deliver or cause to be delivered to Buyer for review and comment, as soon as commercially reasonable and in any event not less than two (2) business days prior to the filing thereof, all documents to be filed on behalf of Seller with the Bankruptcy Court, including all motions, applications, petitions, schedules, and supporting papers prepared by Seller (including forms of orders and notices to interested parties) that relate to, or that may affect, the Purchased Assets or the transactions contemplated hereby. All motions, applications, petitions, schedules, and supporting papers prepared by Seller and relating to the transactions contemplated hereby or the Purchased Assets to be filed with the Bankruptcy Court on behalf of Seller must be reasonably satisfactory in form and substance to Buyer and Seller.

VI.8 Sale Approval Order. Seller and Buyer shall use commercially reasonable efforts to cooperate, assist and consult with each other to secure the entry of the Sale Approval Order following the date hereof, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes of, among others, providing necessary assurances of performance by Buyer under this Agreement and furnishing any testimony regarding the transactions contemplated hereby, including to support the good-faith nature of the negotiations leading to this Agreement.

## ARTICLE VII
## CLOSING CONDITIONS

VII.1 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Approval Order and, as of the Closing Date, the Sale Approval Order shall be in full force and effect and shall not have been stayed, vacated, or reversed. The Sale Approval Order shall be in form and substance reasonably acceptable to Buyer and shall, inter alia:

(i) Authorize the Seller's execution and delivery of this Agreement and approve the transactions contemplated herein;

(ii) Find that the transfer of the Purchased Assets is legal, valid, and enforceable and vests Buyer with valid title to the Purchased Assets, free and clear of all Liens (except for any Permitted Liens);

(iii) Find that the Closing Purchase Price and other consideration provided by Buyer hereunder constitute fair and reasonable consideration for the Purchased Assets;

(iv) Provide that Buyer is a good faith purchaser of the Purchased Assets pursuant to Section 363(m) of the Bankruptcy Code and none of the grounds set forth in Section 363(n) exists with respect to the sale;

(v) Authorize Buyer to file, if desired in its discretion, terminations or cancellations of any recorded Liens (except for Permitted Liens or to the extent required by law) against the Purchased Assets and require secured parties or lienholders, where required by applicable non-bankruptcy law or requested by Buyer, to execute documents of release, cancellation or satisfaction prepared by Buyer, to be filed by Buyer to clear any Liens of record (other than Permitted Liens) from the Purchased Assets;

(vi) Approve the assumption and assignment of any Assumed Contracts and provide that upon payment of the applicable Cure Costs (or other such agreed amount) by the Buyer or Seller, as applicable, such counterparty shall not have any remaining claim against Seller, its Estate or creditors, or Buyer related to any pre-Closing default under any such Assumed Contract;

(vii) Find that Buyer has not assumed, and has no responsibility or liability for any of Seller's liabilities of any description whatsoever, including any liability of Seller with respect to any Taxes or any pre-Closing liabilities (other than Cure Costs for the Assumed Contracts or other Assumed Liability), whether known or unknown as of the Closing, whether fixed or contingent, or whether existing at the time of or arising after the Closing, including successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, alter ego, successor or transferee liability, de facto merger, mere or substantial continuation; and

(viii) Waive any stay that would otherwise be applicable pursuant to Rules 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure.

(b) No injunction, stay, or similar order or decree issued by any court, tribunal or governmental entity, shall be in effect that restrains, enjoins, stays, or prohibits the consummation of the transactions contemplated by this Agreement.

VII.2 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Buyer) of the following conditions:

(a) Seller shall have performed in all material respects all its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Seller contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date, but not thereafter.

(c) Closing of the purchase and sale agreement (the "Adjacent Property PSA"), on terms and conditions reasonably acceptable to Buyer, for the acquisition by Buyer of the real property parcels (collectively, the "Adjacent Property") identified on the assessor tax parcel map for Reeves County by Parcel ID No. 0014468 and on the assessor tax parcel map for Pecos County by Parcel ID No. 00049-08031-00100-000000. The closing of the Adjacent Property PSA shall have occurred, or shall occur substantially concurrently with the Closing hereunder, on terms and conditions reasonably satisfactory to Buyer.

(d) Buyer shall have received, in form and substance reasonably satisfactory to Buyer, all governmental and third-party permits, approvals, consents, authorizations and agreements necessary ("Approvals") to (i) transfer to Buyer the current and anticipated future electrical power allocation and related power rights associated with the Tarbush Property (to 176MW, with future potential increase up to 300MW)(the "Power Rights"), by the dates set forth below, without material reduction or restriction; (ii) construct, interconnect, energize, operate and maintain the substation and related electrical infrastructure necessary to utilize such electrical power on the Adjacent Property for the development and operation of a Data Center Property, including without limitation any facilities extension agreement with Texas-New Mexico Power Company that may be necessary for substation relocation or construction; and (iii) interconnect and receive (a) an available allocation as of the Closing Date, of 176 MW of electronic load on the Adjacent Property, provided that for the purposes of this subclause (a) such Approval can be satisfied through written confirmation from ERCOT and Texas-New Mexico Power following ERCOT's completion of the ongoing Batch Zero eligibility verification process unconditionally confirming that the project load limit is 176MW as of the Closing Date, and (b) a future anticipated allocation, if any is permitted, pursuant to a final ramp milestone of up to 300 MW by December 31, 2029, without the necessity of posting any financial security to the transmission service provider for system power upgrade approvals or use of the 176MW upgrade. All costs, expenses and fees related to electrical connections, lines, substations, equipment, transformers, switchgear, electrical distribution systems, transmission and distribution facilities, cabling, cooling infrastructure, buildings, and other customer-side improvements and the like and all Data Center infrastructure buildout, in order for Buyer to use such increased power, shall be paid by Buyer, shall not be a

liability of Seller and shall not be an offset to the Closing Purchase Price at closing. All such required Approvals shall be in full force and effect and shall not contain any condition or limitation that would materially impair Buyer's access to and use of 176MW of power at the Adjacent Property, in connection with Buyer's intended use of the Adjacent Property as an Data Center, by the Closing Date. For the avoidance of doubt, Seller makes no representation or warranty regarding any future requirements imposed by ERCOT, TNMP, or any other governmental authority or utility provider as to any future expansion of power beyond 176 MW, including, without limitation, any Facilities Extension Agreement, relocation of the point of interconnection, transmission or distribution system upgrades, capacitor banks, substation modifications, construction costs, deposits, prepayments, security requirements, CIAC, Minimum Revenue Commitments, or any other utility-imposed fees, costs, or financial obligations associated with such potential increase of power up to 300MW.

(e) Since the Effective Date, no event, change, circumstance or condition shall have occurred that has had, or would reasonably be expected to have, a Material Adverse Effect on the Purchased Assets, the utility rights associated therewith, or Buyer's intended use of the Adjacent Property to develop or operate as an Data Center, including any material casualty, condemnation, loss of utility capacity, material governmental action or material termination of any Assumed Contract.

(f) All necessary governmental approvals, permits, authorizations, consents and filings required for the consummation of the transactions contemplated by this Agreement shall have been obtained or made and shall be in full force and effect.

(g) All material third-party consents required for the consummation of the transactions contemplated by this Agreement (other than those to be obtained through the Bankruptcy Court process) shall have been obtained and shall be in full force and effect.

VII.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) Buyer shall have performed in all material respects all its obligations hereunder required to be performed by it at, or before, the Closing Date;

(b) Buyer shall have delivered the required documents, signed and acknowledged in accordance with this Agreement to close.

The representations and warranties of Buyer contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

## ARTICLE VIII
## TERMINATION

VIII.1 Grounds for Termination. This Agreement may be terminated at any time before Closing by:

(a) mutual written agreement of Seller and Buyer;

(b) either Buyer or Seller, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) either Buyer or Seller, if the Closing shall not have occurred on or before the Closing Date or such later date that is provided for herein or otherwise agreed to by the parties (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement;

(d) Buyer, if any material condition set forth in this Agreement has not been satisfied by Seller or if any condition of Section VII.2 has not been satisfied or waived by Buyer, and such condition is incapable of being satisfied;

(e) Seller, if Buyer fails to consummate the Closing in accordance with this Agreement due to Buyer's default, unless Seller elects to waive such default; provided, however, that Seller shall not be entitled to terminate this Agreement or retain the Deposit unless Buyer has failed to consummate the Closing as a result of Buyer's default under this Agreement. For the avoidance of doubt, Buyer shall be entitled to the return of the Deposit if Buyer's failure to consummate the Closing is due to Seller's breach, failure to perform, failure to satisfy a condition to Closing, or any other circumstance not caused by Buyer's default under this Agreement;

(f) Buyer, if the Bankruptcy Case is dismissed or converted to a case or cases under chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller is appointed in the Bankruptcy Case;

(g) Buyer, upon the occurrence of a material casualty or condemnation affecting the Purchased Assets.

The Party desiring to terminate this Agreement under this section shall give notice of such termination to the other Party in accordance with the notice provisions herein. Notwithstanding the foregoing, except in connection with a termination of this Agreement by Seller pursuant to Section VIII.1(e), Buyer shall be entitled to receive the Good Faith Deposit in full, and Seller shall have no right to retain, apply or otherwise claim any portion of the Good Faith Deposit.

VIII.2 Effect of Termination.

(a) If this Agreement is terminated by Buyer in accordance with Section VIII.1(d), Buyer shall be entitled to the return of the Good Faith Deposit (with interest) within three (3) business days of such termination.

(b) If this Agreement is terminated by Seller in accordance with Section VIII.1(e), Buyer shall forfeit the Good Faith Deposit and the Good Faith Deposit shall become property of Seller's Estate as liquidated damages.

(c) If this Agreement is terminated in accordance with any other subsection of Section VIII.1, such termination shall be without liability of any Party to the other Party to this Agreement, and the Good Faith Deposit (with interest) shall be returned to Buyer within three (3) business days of such termination.

## ARTICLE IX
## ASSUMPTION OF EXECUTORY CONTRACTS OF THE SELLER

IX.1 Assumed Contracts. Buyer shall be solely responsible for and shall pay or cause to be paid at or prior to Closing, all Cure Costs related to the Assumed Contracts. Buyer shall have no obligation to pay any Cure Costs except to the extent expressly set forth on Exhibit "B". Seller represents and warrants that Exhibit "B" sets forth a complete and accurate list of all known Cure Costs for each Assumed Contract.

## ARTICLE X
## MISCELLANEOUS

X.1 Further Assurances. After the Closing Date, each Party shall execute and deliver such further documents, and perform such acts, as may be reasonably necessary to transfer and convey the Purchased Assets to Buyer on the terms contained herein, and to otherwise comply with the terms of this Agreement and to carry out the transactions provided for herein.

X.2 Notices. All notices, requests, and other communications to any Party hereunder shall be in writing, via e-mail transmission, and shall be given:

| | |
|---|---|
| If to Seller, to: | Lonestar Dream Inc. and Lonestar Taproot LLC<br>Attn: Michael DuFrayne, CRO<br>(mdufrayne@dufraynellc.com) |
| With a copy to: | Stephen M. Packman, Esq.<br>(spackman@archerlaw.com) |
| If to Buyer, to | If to Buyer, to: Pecos Industrial Development, LLC<br>Attn: General Counsel<br>(legal@fluidstack.io) |
| With a copy to: | Duane Morris LLP<br>(REMontejo@duanemorris.com) |

All such notices, requests, and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request, or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

X.3 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

X.4 Expenses. Except as otherwise provided herein, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal, accounting and other professional fees, whether or not the transactions contemplated hereby are consummated.

X.5 Waivers. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

X.6 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding anything to the contrary herein, Buyer shall have the right, in its sole and absolute discretion and without the prior consent of Seller, to assign this Agreement, and its rights and obligations hereunder, in whole or in part, to one or more affiliates of Buyer or to one or more designees (including, without limitation, any entity formed for the purpose of consummating the transactions contemplated hereby); provided, however, that such assignment shall not release Buyer from its obligations hereunder. Seller may not assign, in whole or in part, this Agreement or its rights hereunder without the prior written consent of Buyer.

X.7 Assumption of Risk. Seller agrees to assume the risk of loss or damage to the Purchased Assets occurring on or before the date on which title thereof is conveyed to Buyer. If, prior to its conveyance, any part of the Purchased Assets which constitutes Equipment has been substantially damaged, lost or destroyed, or if there has been a material condemnation affecting the Purchased Assets, Seller shall notify Buyer of such fact and Buyer may elect to either (i) accept all insurance or condemnation proceeds payable as a result of such destruction, damage or, loss or condemnation and any deductible due from Seller or, (ii) agree to a reduction of the Closing Purchase Price by the current mutually agreed value of the lost, damaged or destroyed Purchased Asset, or (iii) terminate this Agreement and receive the prompt return of the Good Faith Deposit (with interest).

X.8 Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of State of New York, without giving effect to the principles of conflicts of laws thereof) (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, except to the extent that such laws are superseded by the Bankruptcy Code. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court and waive any right to a jury trial regarding the same.

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR ANY ASSIGNEE THEREOF, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE.

X.9 Entire Agreement; Amendments; Counterparts. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by in writing, executed by Seller and Buyer. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties hereto shall have received a counterpart hereof signed by the other Party hereto.

X.10 Captions; Headings; Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

X.11 Parties Bound. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, successors, and permitted assigns.

X.12 Severability. Except as otherwise provided herein, if any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part or provision of this Agreement shall not render the remainder of this Agreement invalid.

X.13 Retention of Jurisdiction. ANY AND ALL DISPUTES, DISAGREEMENTS, INTERPRETATIONS, OR OTHER MATTERS CONCERNING THE FINAL CONSUMMATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE AND REMAIN IN THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, AS A RESULT THEREOF, ANY PLEADINGS, CAUSES OF ACTION OR OTHER REQUESTS FOR RELIEF MUST BE BROUGHT BEFORE SAID COURT BY THE PARTY SEEKING SUCH RELIEF.

X.14 Buyer agrees to the terms and conditions of the first amended asset purchase agreement annexed hereto as Exhibit "H."

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

**SELLER:**

**Lonestar Dream Inc.**

By: _____
Name: Kevin Pan
Title: CEO

**SELLER:**

**Lonestar Taproot LLC**

By: _____
Name: Kevin Pan, CEO
Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

**BUYER: PECOS INDUSTRIAL DEVELOPMENT LLC**

By: _____
Signed by:
Malachi Price
00F358317D67452...

Name: Malachi Price
Title: Authorized Signatory

Signed by:
Malachi Price
00F358317D67452...

# ANNEX I
# CERTAIN DEFINITIONS

"Alternative Transaction" means an approved sale to a higher bidder other than the Stalking Horse Bidder subject to the terms and conditions of the Agreement and Court.

"Auction" means an auction to be held by the Seller in the event higher and better bids are submitted in accordance with the Bidding Procedures.

"Bidding Procedures" means the procedures governing the proposed marketing of, auction of, and bidding for the Purchased Assets pursuant, and attached, to the Bidding Procedures Order.

"Bidding Procedures/Sale Motion" means the motion seeking entry of (i) the Bidding Procedures Order and (ii) Sale Approval Order, which shall be in form and substance reasonably satisfactory to Buyer.

"Bidding Procedures Order" means an Order of the Bankruptcy Court approving the Bidding Procedures, which shall include approval of the Breakup Fee and Expense Reimbursement., and which shall be in form and substance acceptable to Buyer in its reasonable discretion and shall include, at a minimum, customary bid protections, including: (i) a minimum initial overbid in an amount equal to the sum of the Breakup Fee, Expense Reimbursement and an initial overbid increment to be agreed by the parties; (ii) minimum subsequent overbid increments to be agreed by the parties; (iii) requirements that any competing bidder qualify as a "Qualified Bidder" (including delivery of a binding mark-up of the APA with no fewer terms or conditions, proof of financial wherewithal to close, and a non-refundable deposit at least equal to the Good Faith Deposit); (iv) restrictions on credit bidding by any party with disputed liens; (v) payment of the Breakup Fee and Expense Reimbursement on the closing of any alternative transaction with a competing bidder; and (vi) such other customary stalking horse protections as Buyer may reasonably require.

"Business Day" means any day that is not a Saturday, Sunday, or a day on which banking institutions in New York, New York are not required to be open.

"Claim" means any claim, demand, assessment, judgment, order, decree, action, cause of action, litigation, suit, investigation, or other Proceeding.

"Competing Transaction" shall mean a transaction with a bidder who has offered Seller a higher and better purchase price for the Purchased Assets to that offered by Seller, which higher and better bid is approved by order of the Bankruptcy Court.

"Cure Costs" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by Debtor and assignment to Buyer of the Assumed Contracts.

"Debtor" means Lonestar Dream, Inc. and Lonestar Taproot LLC.

"Estate" shall mean the Seller's bankruptcy estate consisting of all assets, rights and interests of the Debtor on the Petition Date in the Bankruptcy Case.

"Final Order" means an order or judgment, the operation or effect of which is not stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

"Governmental Entity" means any federal, state, local or foreign political subdivision, court, administrative agency, board, bureau, commission, or department or other governmental authority or instrumentality.

"Law" means any law, statute, treaty, rule, directive, or regulation or Order of any Governmental Entity.

"Liability" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, regardless of when asserted.

"Material Adverse Effect" means any event, change, circumstance, occurrence, effect, development or state of facts that, individually or in the aggregate, (a) has had, or would reasonably be expected to have, a material adverse effect on the Purchased Assets or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of Seller to consummate the transactions contemplated by this Agreement; *provided*, *however*, that none of the following, alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect: (i) changes in general economic, regulatory or political conditions or the financial, credit or securities markets in general (including changes in interest rates or exchange rates); (ii) changes generally affecting the industry in which the Business operates; (iii) changes in Law or GAAP (or authoritative interpretations thereof); (iv) any natural disaster, act of God, epidemic, pandemic or disease outbreak; (v) any act of terrorism, sabotage, cyberattack, military action or war; or (vi) the announcement or pendency of the transactions contemplated by this Agreement or the Bankruptcy Case; *provided*, *further*, that any event, change, circumstance, occurrence, effect, development or state of facts referred to in clauses (i) through (v) may be taken into account in determining whether a Material Adverse Effect has occurred to the extent such event, change, circumstance, occurrence, effect, development or state of facts has a disproportionate adverse effect on the Purchased Assets.

"Orders" means judgments, writs, decrees, compliance agreements, injunctions, rules, awards, settlement agreements, or orders of any Governmental Entity or arbitrator.

"Permits" means all permits, licenses, authorizations, registrations, franchises, approvals, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Entities.

"Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination, or investigation commenced, brought, conducted, or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

"Person" shall be construed broadly and shall include an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or another entity including a Governmental Entity (or any department, agency, or political subdivision thereof).

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Sale Approval Order" means an order of the Bankruptcy Court in form and substance acceptable to Buyer, *inter alia*, (a) approving (i) this Agreement and the execution, delivery, and performance by Debtor of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale of the Purchased Assets to Buyer free and clear of all Liens; (iii) the assumption and assignment to Buyer of the Assumed Contracts on the terms set forth herein; and (b) determining that Buyer is a good faith purchaser.

**EXHIBIT A**
**Purchased Assets**

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| F004 | Lonestar Taproot | Furniture & Fixtures | 08/21/2024 | 08/21/2024 | | Fucheng Huaying Integrated Housing CO. | Steel Mobile Home |
| F005 | Lonestar Taproot | Furniture & Fixtures | 08/21/2024 | 08/21/2024 | | Fucheng Huaying Integrated Housing CO. | Steel Mobile Home |
| V003 | Lonestar Dream | Vehicles Dream | 07/11/2023 | 08/01/2023 | Silverado | Ram Country Fort Stockton | 2015 Chevrolet White Silverado15 Serial #: 3GCPCREC0FG222815 |
| LI002 | Lonestar Taproot | Land Improvements | 06/01/2022 | 09/01/2022 | 25308Tarbush | All State Fence Company | 6'11 Gauge Chain Link Fence Installed with Three Strands of Barbed Wire Tarbush |
| LI004 | Lonestar Taproot | Land Improvements | 07/31/2022 | 09/01/2022 | 1001Tarbush | Blue Bison Industrial Services, LLC | Water Line Project Contractors & Materials Tarbush |
| LI005 | Lonestar Taproot | Land Improvements | 05/05/2022 | 09/01/2022 | 522001 | Boland Field Services LLC | ROW Seeding |
| LI006 | Lonestar Taproot | Land Improvements | 07/22/2022 | 09/01/2022 | 51612Tarbush | Bullseye Field Services LLC | 100 Tons of River Rock Gravel Work |
| LI008 | Lonestar Taproot | Land Improvements | 12/31/2021 | 09/01/2022 | 2130-002 | Charis Engineering, LLC | Charis Engineering Civil, Mechanical, and Electrical Design |
| LI009 | Lonestar Taproot | Land Improvements | 08/31/2022 | 09/01/2022 | INV0024174 | DBR Land LLC | Damages Caliche Settlement Payment |
| LI012 | Lonestar Taproot | Land Improvements | 04/18/2022 | 09/01/2022 | Change Order 3 | Westwood Transport, LLC. | Add 80'x150x Pad with Ramps Tarbush |
| LI015 | Lonestar Taproot | Land Improvements | 07/01/2022 | 09/01/2022 | 1246 | Westwood Transport, LLC. | 50 Loads of Peagravel Delivery & Spread with Backhoe |
| LI016 | Lonestar Taproot | Land Improvements | 08/03/2023 | 09/01/2022 | 4529 | Chatos Aggregate Hauling, LLC | To Haul 25 Loads of Gravel Around the Antboxes GDA |
| LI017 | Lonestar Taproot | Land Improvements | 02/28/2022 | 09/01/2022 | 86442 & 86937 | DBR Engineering Consultants, Inc. | Engineering for Power Distribution & Connection from Company's Feeder Line to 72 Sets Mining System |
| BD008 | Lonestar Taproot | Land Improvements | 05/04/2022 | 09/01/2022 | Chge Order 4Tarbush | Westwood Transport, LLC. | 12 Lights Poles Tarbush |
| AIR140 | Lonestar Taproot | Land Improvements | 06/02/2022 | 09/01/2022 | 08Tarbush | West Tex Field Services, LLC | 12 Lights Poles & Sitting 22 Transformers |
| R001 | Lonestar Taproot | Right of Use Asset | 12/02/2021 | 08/01/2022 | | DBR Land LLC | Pecos Tarbush Land Lease 20 Years |
| BD003 | Lonestar Taproot | Buildings | 03/31/2022 | 09/01/2022 | ICJE4 | Lonestar Dream Inc. | Chao Suan Tarbush Site 3D Model |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| TF002 | Lonestar Taproot | Transformers | 09/30/2021 | 09/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | Jiangsu Huapeng 193MVA, 3P, 60HZ |
| TF005 | Lonestar Taproot | Transformers | 01/25/2022 | 09/01/2022 | INV-85345 | Maddox Industrial Transformer | MT13797-S 500 kVA Padmount Transformer HV: 24940 GY 14400 LV: 480 Y 277 Not Installed |
| TF006 | Lonestar Taproot | Transformers | 01/25/2022 | 09/01/2022 | INV-85345 | Maddox Industrial Transformer | MT13799-S 500 kVA Padmount Transformer HV: 24940 Y 14400 LV: 208 Y 120 Installed in Tarbush Substation |
| TF007 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100145 Installed in Tarbush Substation |
| TF008 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100128 Installed in Tarbush Substation |
| TF009 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100119 Installed in Tarbush Substation |
| TF010 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100131 Installed in Tarbush Substation |
| TF011 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100135 Installed in Tarbush Substation |
| TF012 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100124 Installed in Tarbush Substation |
| TF013 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100142 Installed in Tarbush Substation |
| TF014 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100122 Installed in Tarbush Substation |
| TF015 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100140 Installed in Tarbush Substation |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| TF016 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100146 Installed in Tarbush Substation |
| TF017 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100133 Installed in Tarbush Substation |
| TF018 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100144 Installed in Tarbush Substation |
| TF019 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100126 Installed in Tarbush Substation |
| TF020 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100139 Installed in Tarbush Substation |
| TF021 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100121 Installed in Tarbush Substation |
| TF022 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100136 Installed in Tarbush Substation |
| TF023 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100143 Installed in Tarbush Substation |
| TF024 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100127 Installed in Tarbush Substation |
| TF025 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100138 Installed in Tarbush Substation |
| TF026 | Lonestar Taproot | Transformers | 08/14/2021 | 09/01/2022 | YJ0001200003-20210728 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100129 Installed in Tarbush Substation |
| TF027 | Lonestar Taproot | Transformers | 09/20/2021 | 09/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100117 Installed in Tarbush Substation |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| TF028 | Lonestar Taproot | Transformers | 09/20/2021 | 09/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100130 Installed in Tarbush Substation |
| TF029 | Lonestar Taproot | Transformers | 09/20/2021 | 09/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100275 Installed in Tarbush Substation |
| TF030 | Lonestar Taproot | Transformers | 09/20/2021 | 09/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100111 Installed in Tarbush Substation |
| ST001 | Lonestar Taproot | Substations Infrastructure | Various | 09/01/2023 | | Priority Power Management LLC & Various | Tarbush Substation |
| CN019 | Lonestar Taproot | Computer & Network Equipment | 02/28/2022 | 09/01/2022 | INV0112&0116 &117 | CNO Technologies, LLC | Fiber & Cat6 Cable & SonicWall Firewall |
| TM005 | Lonestar Dream | Tools, Machinery & Equipment | 05/09/2022 | 09/01/2022 | OrderSP6734 | MotoBuys | TrailMaster Taurus 200GX Golf Cart |
| TM007 | Lonestar Taproot | Tools, Machinery & Equipment | 04/01/2022 | 09/01/2022 | TAPROOT001 | Coastal Power & Equipment | Atlas Copco QAS120 JDS Trailer Mounted Generator Serial HOP100994 |
| TM008 | Lonestar Taproot | Tools, Machinery & Equipment | 05/25/2022 | 09/01/2022 | 206725063-001 | United Rentals Power & HVAC | Compressor XAS185KD7 CFM Tier4 Serial #: 4500A1019FR051101 |
| V006 | Lonestar Taproot | Vehicles Taproot | 05/31/2022 | 09/01/2022 | 09-494694 | National Storage Tank, Inc. | Nationwide Trailers Look CP,CR,7X16 Yr: 2023 S/N: 53BMTEA25PR010746 |
| V008 | Lonestar Taproot | Vehicles Taproot | 02/28/2022 | 04/01/2022 | 338255 | Out West Feed & Supply | Kubota RTV-XG850WLH22 S/N: A5KH1PGNCNG030387 |
| V009 | Lonestar Taproot | Vehicles Taproot | 04/12/2022 | 09/01/2022 | 01-98181 | Ag. Equipment Inc. | Kubota RTV-XG850WGLA22 S/N: A5KH1PGNENG030288 |
| V011 | Lonestar Taproot | Vehicles Taproot | 04/22/2022 | 09/01/2022 | | Driscoll Motors | 2015 F350 Purchased from Driscoll Motors |
| HD052 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 09/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Tarbush Pump House |
| HD053 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 09/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Tarbush Pump House |
| HD054 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 09/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Tarbush Pump House |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR029 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500755-6 Installed Tarbush A1 |
| AIR030 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500816-7 Installed Tarbush A2 |
| AIR031 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500689-0 Installed Tarbush A3 |
| AIR032 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500823-3 Installed Tarbush A4 |
| AIR033 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500686-3 Installed Tarbush A5 |
| AIR034 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500717-6 Installed Tarbush A6 |
| AIR035 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500719-7 Installed Tarbush A7 |
| AIR036 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500693-0 Installed Tarbush A8 |
| AIR037 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500720-0 Installed Tarbush A9 |
| AIR038 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500818-8 Installed Tarbush A10 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR039 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500289-4 Installed Tarbush A11 |
| AIR040 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500607-7 Installed Tarbush A12 |
| AIR041 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500340-0 Installed Tarbush A13 |
| AIR042 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500345-8 Installed Tarbush A14 |
| AIR043 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500240-4 Installed Tarbush A15 |
| AIR044 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500531-6 Installed Tarbush A16 |
| AIR045 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500238-5 Installed Tarbush A17 |
| AIR046 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500278-6 Installed Tarbush A18 |
| AIR047 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500311-8 Installed Tarbush B1 |
| AIR048 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500251-2 Installed Tarbush B2 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR049 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500696-6 Installed Tarbush B3 |
| AIR050 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500347-9 Installed Tarbush B4 |
| AIR051 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500316-5 Installed Tarbush B5 |
| AIR052 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500335-5 Installed Tarbush B6 |
| AIR053 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500610-1 Installed Tarbush B7 |
| AIR054 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500379-8 Installed Tarbush B8 |
| AIR055 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500818-5 Installed Tarbush B9 |
| AIR056 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500655-0 Installed Tarbush B10 |
| AIR057 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500688-4 Installed Tarbush B11 |
| AIR058 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500694-5 Installed Tarbush B12 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR059 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500698-7 Installed Tarbush B13 |
| AIR060 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500642-0 Installed Tarbush B14 |
| AIR061 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500692-4 Installed Tarbush B15 |
| AIR062 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500317-0 Installed Tarbush B16 |
| AIR063 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500638-0 Installed Tarbush B17 |
| AIR064 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500617-0 Installed Tarbush B18 |
| AIR065 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500257-5 Installed Tarbush C1 |
| AIR066 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500697-1 Installed Tarbush C2 |
| AIR067 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500815-1 Installed Tarbush C3 |
| AIR068 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500712-9 Installed Tarbush C4 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR069 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500613-8 Installed Tarbush C5 |
| AIR070 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500372-0 Installed Tarbush C6 |
| AIR071 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500606-1 Installed Tarbush C7 |
| AIR072 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500723-7 Installed Tarbush C8 |
| AIR073 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500822-8 Installed Tarbush C9 |
| AIR074 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500804-3 Installed Tarbush C10 |
| AIR075 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500369-5 Installed Tarbush C11 |
| AIR076 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500820-7 Installed Tarbush C12 |
| AIR077 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500614-3 Installed Tarbush C13 |
| AIR078 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500314-4 Installed Tarbush C14 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR079 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500260-0 Installed Tarbush C15 |
| AIR080 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500346-3 Installed Tarbush C16 |
| AIR081 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500620-4 Installed Tarbush C17 |
| AIR082 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500342-1 Installed Tarbush C18 |
| AIR083 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500338-1 Installed Tarbush D1 |
| AIR084 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500611-7 Installed Tarbush D2 |
| AIR085 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500624-7 Installed Tarbush D3 |
| AIR086 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500341-6 Installed Tarbush D4 |
| AIR087 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500616-4 Installed Tarbush D5 |
| AIR088 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500824-9 Installed Tarbush D6 |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR089 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500339-7 Installed Tarbush D7 |
| AIR090 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500628-8 Installed Tarbush D8 |
| AIR091 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500261-5 Installed Tarbush D9 |
| AIR092 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500295-5 Installed Tarbush D10 |
| AIR093 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500320-5 Installed Tarbush D11 |
| AIR094 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500623-0 Installed Tarbush D12 |
| AIR095 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500622-5 Installed Tarbush D13 |
| AIR096 | Lonestar Taproot | Cooling System - Air | 12/31/2021 | 09/01/2022 | 420211114001 | Bitmain | Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500603-5 Installed Tarbush D14 |
| AIR107 | Lonestar Taproot | Cooling System - Air | 04/18/2022 | 09/01/2022 | 3 | West Tex Field Services, LLC | Setup Antboxes & Connect to the Transformers |
| AIR110 | Lonestar Taproot | Cooling System - Air | 04/12/2022 | 09/01/2022 | 6019 | Elite Drillers Corporation | Tarbush Water Well - Drilling of Water Well and Pump Installation |
| AIR111 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank (hold & recycle water for water curtains that cool the miners) |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR112 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR113 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR114 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR115 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR116 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR117 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR118 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR119 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR120 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR121 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR122 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR123 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR124 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR125 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR126 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR127 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR128 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR129 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR130 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR131 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR132 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR133 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |
| AIR134 | Lonestar Taproot | Cooling System - Air | 05/07/2022 | 09/01/2022 | 100004 | Sims Plastics | 1000 Gal Low Pro Plmb Tank |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| AIR135 | Lonestar Taproot | Cooling System - Air | Various | 09/01/2023 | 4523 | Chatos Aggregate Hauling, LLC/ 51 Oilfield Services LLC | Water Pit GDA |
| AIR136 | Lonestar Taproot | Cooling System - Air | Various | 09/01/2023 | GDA | Bullseye Field Services LLC/Childs Corporation/IMG Foam Installation | Tarbush Site Modification GDA |
| AIR137 | Lonestar Taproot | Cooling System - Air | 07/03/2023 | 08/01/2023 | 1003 | Steady Arms Service LLC | Exhaust Fans System |
| AIR139 | Lonestar Taproot | Cooling System - Air | 04/01/2022 | 02/01/2022 | CapLbrRecls | Lonestar Dream Inc. | To Allocate Capitalized Labor to the Cooling Systems |
| CIP002 | Lonestar Taproot | Construction in Progress | 03/31/2022 | 09/01/2022 | PB50402 | JNL Steel Components, Inc | Building #4 Materials |
| CIP003 | Lonestar Taproot | Construction in Progress | 06/27/2022 | 09/01/2022 | 1192Tarbush | Westwood Transport, LLC. | Pad 1100'x25' for Immersion Buildings Tarbush |
| EL001 | Lonestar Taproot | Electrical Systems | 04/06/2022 | 09/01/2022 | #1 Mobalization | Ortiz Electric, LLC | Labor, material, subs & equipment Tarbush |
| EL002 | Lonestar Taproot | Electrical Systems | 05/01/2022 | 09/01/2022 | #2 | Ortiz Electric, LLC | UG Dondult Tarbush |
| EL003 | Lonestar Taproot | Electrical Systems | 05/01/2022 | 09/01/2022 | #2 | Ortiz Electric, LLC | Grounding Tarbush |
| EL004 | Lonestar Taproot | Electrical Systems | 05/19/2022 | 09/01/2022 | #3 Change Order 1 | Ortiz Electric, LLC | Labor-Equipment-Per Diem |
| EL005 | Lonestar Taproot | Electrical Systems | 05/25/2022 | 09/01/2022 | #7 Change Order 4 | Ortiz Electric, LLC | Lugs and mounting hardware for the XFMR secondary and ant box power landing point Tarbush |
| EL006 | Lonestar Taproot | Electrical Systems | 05/25/2022 | 09/01/2022 | #6 Change Order 3 | Ortiz Electric, LLC | Sitework, Civil, and UG Conduit Installation Tarbush |
| EL007 | Lonestar Taproot | Electrical Systems | 05/25/2022 | 09/01/2022 | #5 Change Order 2 | Ortiz Electric, LLC | Deadbreak Elbows Purchase and Installation Tarbush |
| EL008 | Lonestar Taproot | Electrical Systems | 05/31/2022 | 09/01/2022 | #4 | Ortiz Electric, LLC | Labor, material, subs & equipment Tarbush |
| EL009 | Lonestar Taproot | Electrical Systems | 06/10/2022 | 09/01/2022 | #8 | Ortiz Electric, LLC | Bi-Weekly Progress Billing (SOV004) Tarbush |
| EL010 | Lonestar Taproot | Electrical Systems | 06/10/2022 | 09/01/2022 | #9 | Ortiz Electric, LLC | Labor, Material, Subs & Equipment Tarbush |
| EL011 | Lonestar Taproot | Electrical Systems | 06/15/2022 | 09/01/2022 | #10 | Ortiz Electric, LLC | Tarbush Pump House & Power Circuits Installation |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| EL012 | Lonestar Taproot | Electrical Systems | 06/27/2022 | 09/01/2022 | #11 | Ortiz Electric, LLC | Labor, Material, Subs & Equipment Tarbush |
| EL013 | Lonestar Taproot | Electrical Systems | 07/12/2022 | 09/01/2022 | Change Order 9 | Ortiz Electric, LLC | Unused Material Credit Tarbush |
| EL014 | Lonestar Taproot | Electrical Systems | 07/19/2022 | 09/01/2022 | Change Order #7 | Ortiz Electric, LLC | 228ea-2H 600 MCM Aluminum Lugs & 60ea-1H 600MCM Mechanical Lugs Tarbush |
| EL015 | Lonestar Taproot | Electrical Systems | 07/25/2022 | 09/01/2022 | #16 | Ortiz Electric, LLC | Labor, Material, Subs & Equipment Tarbush |
| EL016 | Lonestar Taproot | Electrical Systems | 07/25/2022 | 09/01/2022 | #14 | Ortiz Electric, LLC | T&M 7/7/22 - 7/13/22 |
| EL017 | Lonestar Taproot | Electrical Systems | 07/26/2022 | 09/01/2022 | #13 | Ortiz Electric, LLC | Labor, Material & Equipment Tarbush |
| EL018 | Lonestar Taproot | Electrical Systems | 08/11/2022 | 09/01/2022 | #17 | Ortiz Electric, LLC | Time and Materials for Week Ending 7/25/22 & 8/5/22 |
| EL019 | Lonestar Taproot | Electrical Systems | 08/16/2022 | 09/01/2022 | #18 | Ortiz Electric, LLC | Time and Materials for Week Ending 8/8/22 & 8/12/22 |
| EL020 | Lonestar Taproot | Electrical Systems | 08/31/2022 | 09/01/2022 | #19 | Ortiz Electric, LLC | Progress Billing SOV #8 |
| EL021 | Lonestar Taproot | Electrical Systems | 08/31/2022 | 09/01/2022 | #20 | Ortiz Electric, LLC | Time and Materials for Week Ending 8/21/22 & 8/28/22 |
| EL022 | Lonestar Taproot | Electrical Systems | 08/31/2022 | 09/01/2022 | #21 | Ortiz Electric, LLC | Change Order - Material Reimbursement |
| EL023 | Lonestar Taproot | Electrical Systems | 07/21/2023 | 08/01/2023 | 24488 | KTX Electric LLC | Meter Installation GDA |
| EL024 | Lonestar Taproot | Electrical Systems | 12/04/2024 | 01/01/2025 | | THI Energy Consultants, LLC | Electrical Upgrade |
| CT002 | Lonestar Taproot | Containers | 03/31/2023 | 04/01/2023 | TMPShanghailde | Shanghai Ide Industrial Co., Ltd | 20 Ft Container GESU 3596639 |

**EXHIBIT B**
**Assumed Contracts**

1. Master Services Agreement between Lonestar Taproot LLC and Tejas Extreme Logistics dated effective 1/30/2026

2. FiberLight contract for Dedicated Internet Access Product Order No. OPP-170487-066778 and OPP-170487-066779

3. Option Assignment Agreement dated June 11, 2026, between Lonestar Dream, Inc and Lonestar Taproot LLC and Manning Minerals, LLC as subsequently amended pursuant to that certain Amendment to Option Assignment Agreement dated July 1, 2026

**EXHIBIT C**
**Excluded Assets**

1. All cash and cash equivalents, wherever located.

2. All digital currency and the proceeds thereof.

3. All prepaid expenses, deposits, including Regional Electricity Providers deposits, and retainers.

4. All accounts including accounts receivable

5. The schedule of fixed assets listed in the Excel file labeled 'LDI_LDT Excluded Asset List 12/31/2025' filed in the Data Room.

6. All of Sellers' rights, interests, claims, demands, and causes of action, including but not limited to those under all contracts and leases other than Assumed and Assigned Contracts.

7. All Avoidance Actions, including without limitation, all rights, claims, and causes of action arising under or relating to Chapter 5 of Title 11 of the United States Code, including, without limitation, all avoidance actions and claims arising under Sections 502(d), 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code, and any other avoidance, recovery, or related claims or causes of action under the Bankruptcy Code, together with all proceeds, recoveries, and other rights arising therefrom.

8. All claims for and rights to receive tax refunds with respect to taxable periods or portions thereof on or prior to the Closing Date.

9. All the minute books, corporate and ownership books and record and accounting books and records of the Seller and copies of all other Books and Records necessary for Seller to administer its estate.

10. All other assets which are not purchased by a buyer.

**EXHIBIT D**
**Assumed Liabilities**

None.

**EXHIBIT E**
**Litigation Claims**

1. Gao v. Pan et al., Cause No. D-1-GN-24-003302 (98th District Court, Travis County, Texas)

2. Saturn Data LLC v. Lonestar Dream et al., Case No. 493-08827-2025 (493rd District Court, Collin County, Texas)

3. DBR Land LLC v. Lonestar Taproot LLC and Lonestar Dream Inc., Case No. P-13332-112-CV (112th District Court, Pecos County, Texas)

4. SIAC Arbitration No. 532 of 2025 (ARB532/25/ZY): Liang, Lin v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

5. SIAC Arbitration No. 245 of 2022 (ARB/245/22/ALS): Li Bei v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

**EXHIBIT F**
**Environmental Matters**

None.

**EXHIBIT G**
**Escrow Agreement**

**EXHIBIT H**

**Escrow Agreement**

This Escrow Agreement ("Agreement") is entered into as of this 8th day of September, 2026 by and among LONESTAR DREAM INC., a Delaware corporation (the "Seller 1"), and LONESTAR TAPROOT LLC, a Delaware limited liability company ("Seller 2" and together with "Seller 1", each a "Seller", collectively, "Sellers"), Pecos Industrial Development, LLC, a Delaware limited liability company ("Buyer") and [Archer & Greiner, P.C. ("Escrow Agent")]. Any terms not defined herein shall have the meaning ascribed to it in the Purchase Agreement (as defined below).

The Seller and the Buyer have entered into an Asset Purchase Agreement dated as of September 8, 2026 (the "Purchase Agreement") pursuant to which Seller has agreed to sell and Buyer has agreed to purchase certain Purchased Assets including personal property, equipment and other assets located at that certain real property commonly known as and located at 4143 US Hwy 285, Fort Stockton, TX 79735, Pecos County, Texas. The Seller and the Buyer desire for Escrow Agent to hold in escrow the Good Faith Deposit of $2,300,000 and to disburse the same in accordance with the terms and provisions of this Agreement.

On July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case"). Subject to Seller's receipt of any higher and better offer for the Purchased Assets (as defined in the Purchase Agreement) in accordance with the Bidding Procedures and Bidding Procedures Order, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets in accordance with the Purchase Agreement and sections 105, 363, and 365 of the Bankruptcy Code

1. Delivery of Escrow Funds; Authorization of Escrow Agent. Within ten (10) days from the execution of the Purchase Agreement, Buyer shall deliver the Good Faith Deposit to Escrow Agent via wire transfer. Upon receipt, the Good Faith Deposit shall be held by Escrow Agent in an interest-bearing account (the "Escrow Account"). The Good Faith Deposit together with any interest accrued thereon are hereinafter collectively referred to as the "Escrow Funds".

2. Release of Escrow Funds. Escrow Agent shall disburse the Escrow Funds in accordance with the provisions of this Agreement and the Purchase Agreement. Upon receipt of joint instructions from and executed by each of Seller and Buyer or their respective attorneys, in accordance with the Purchase Agreement, the Escrow Agent shall disburse the Escrow Funds in accordance with such notice, which shall include the name of each payee, the amount to be paid to each payee and wire instructions, if any. In no event shall the Escrow Agent be required to disburse any of the Escrow Funds unless and until it has confirmed and is reasonably satisfied that they are being disbursed to the proper party pursuant to this Agreement and the Purchase Agreement. All disbursements of the Escrow Funds shall be made via check or wired funds.

3. Disagreements. In the event of a disagreement about the interpretation of this Agreement or about the duties, rights and obligations of any action contemplated by Escrow Agent under this Agreement, or if there is a dispute between Seller and Buyer regarding the Escrow Funds, or the Escrow Agent receives conflicting demands or instructions with respect thereto, Escrow Agent may withhold disbursement or delivery of the same to either Party until Escrow Agent receives either: (a) joint written instructions from Seller and Buyer with respect to the disbursement or delivery of the Escrow Funds or any part thereof; or (b) an order entered by the Bankruptcy Court directing the disbursement or delivery of the Escrow Funds or any part thereof and thirty(30) days have passed since entry of such order without further court order directing the disposition thereof. Escrow Agent shall be entitled to rely upon the decision of such court with respect to the disposition and entitlement of the Escrow Funds. The

Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of Seller's bankruptcy estate under the United States Bankruptcy Code, and that such estate shall have no interest of any kind, under Chapter 5 of the Bankruptcy Code or applicable law (whether equitable or otherwise), in and to the Good Faith Deposit absent Bankruptcy Court order directing to the contrary, which order has not been stayed or overturned within 30 days of entry.

4. Scope of Responsibility. Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Agreement. Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with the Purchase Agreement, this Agreement, or any other agreement. Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the other terms and conditions of the Purchase Agreement or any other instrument or document other than this Agreement, whether or not a copy thereof has been provided to Escrow Agent; and Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of the Purchase Agreement or any other instrument or document. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of Escrow Agent shall be inferred or implied from the terms of this Agreement, the Purchase Agreement, or any other agreement.

5. Reliance. Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective attorneys (including office staff). Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person or persons' authority.

6. Indemnification. The Sellers, jointly and severally, shall indemnify, defend and hold harmless Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, in-house and/or outside attorneys' fees and expenses or other professional fees and expenses which Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against Escrow Agent, arising out of or relating in any way to this Agreement, or any transaction to which this Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of Escrow Agent. The provisions of this paragraph shall survive the resignation or removal of Escrow Agent and the termination of this Agreement. In the event Escrow Agent incurs legal fees in connection with the enforcement or interpretation of any provision of this agreement or to defend against any claim or allegation that Escrow Agent breached any duty or obligation under this agreement or otherwise, then Escrow Agent shall be entitled to recover from the Sellers Escrow Agent's actual costs and expenses, including attorneys' fees, incurred by Escrow Agent in connection therewith, with interest thereon from the date incurred. For purposes hereof, costs, expenses, and attorneys' fees shall include, without limitation, the actual costs and expenses, including attorneys' fees, incurred in recovering such costs, expenses, and attorneys' fees (including, without limitation, all judgment enforcement proceedings, contempt proceedings, garnishment, levy, debtor and third-party discovery and examinations, bankruptcy proceedings, and appellate proceedings).

7. Limitation of Liability. Escrow Agent shall not be liable, directly or indirectly, for, and the Parties hereby release Escrow Agent from, any (i) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which have been finally adjudicated to have directly resulted from Escrow Agent's gross negligence or willful misconduct, or (ii) special, indirect or consequential damages or losses of any kind

whatsoever (including without limitation lost profits), even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the form of action.

8. Resignation or Removal. Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove Escrow Agent by furnishing to Escrow Agent a joint written notice of Escrow Agent's removal along with payment of all fees and expenses to which the Escrow Agent is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Funds and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, Escrow Agent shall have the right, but not the obligation to (a) petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties; (b) deposit the Escrow Funds with the Clerk of the Bankruptcy Court in which any litigation relating to the Purchase Agreement is pending and/or (c) take such reasonable affirmative steps as it may, at its option, elect in order to terminate its duties as Escrow Agent, including, without limitation, the depositing of the Escrow Funds with a court of competent jurisdiction and the commencement of an action for interpleader (and the costs thereof shall be, and thereupon Depositary shall be released of and from all liability hereunder except for any previous gross negligence or willful misconduct.

9. Notices. All notices, requests, demands, and other communications required under this Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by overnight delivery with a reputable national overnight delivery service, or (iii) by registered mail or by certified mail, return receipt requested, and postage prepaid, all at the addresses set forth below. It shall be the responsibility of each of the Parties to notify Escrow Agent and the other Parties in writing of any name or address changes. Communications shall be deemed to have been given on the date received.

Notices to Seller:

Lonestar Dream Inc.
Lonestar Taproot LLC

Attn: Michael DuFrayne, CRO
Email: mdufrayne@dufraynellc.com

and a copy to:

Archer & Greiner, P.C.

Attn: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com

If to Buyer:

Pecos Industrial Development, LLC

Attention: General Counsel
Email: legal@fluidstack.io

With a copy to:

Duane Morris LLP
Email: (REMontejo@duanemorris.com)

If to Escrow Agent:

Archer & Greiner, P.C.

Attention: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com

10. Amendments. This Agreement may not be changed, modified or terminated, nor may any provision hereunder be waived, except by an instrument executed by the parties hereto.

11. Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. The exchange of copies of this agreement, any amendments hereto, any signature pages required hereunder or any other documents required or contemplated hereunder by facsimile or via email transmission in Portable Document Format (.pdf) shall constitute effective execution and delivery of same as to the parties thereto and may be used in lieu of the original documents for all purposes.

12. Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

[remainder of page intentionally left blank]

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

**SELLER:**

LONESTAR DREAM INC.

By: _____
Name: Kathy Zhang
Title: COO

LONESTAR TAPROOT LLC

By: _____
Name: Kathy Zhang
Title: COO

**BUYER:**

Pecos Industrial Development, LLC

By: _____ Signed by: Dennis Wallace 66E787280BBA4FC...
Name:
Title:

[Signatures continue on following page]

**ESCROW AGENT:**

Archer & Greiner, P.C.

By: _____
Name:
Title:

232489049 v1
232505942 v1

**ESCROW AGENT:**

Archer & Greiner, P.C.

By: /s/ Stephen M Packman
Name: Stephen M. Packman
Title: Partner

232489049 v1
232505942 v1

## Certificate Of Completion

Envelope Id: B956BBB4-4069-86A8-801B-BABF186D5D85
Status: Completed
Subject: Complete with Docusign: FS Execution Copy - Escrow Agreement Tarbush.docx.pdf
Source Envelope:
Document Pages: 6
Signatures: 1
Certificate Pages: 3
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Jack Battersby
Fora, 84 Eccleston Square,
London, . SW1V 1PX
jack@fluidstack.io
IP Address: 12.21.66.138

## Record Tracking

Status: Original
9/8/2026 12:50:44 PM
Holder: Jack Battersby
jack@fluidstack.io
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Dennis Wallace<br>dennis@fluidstack.io<br>General Counsel<br>Security Level: Email, Account Authentication (None) | Signed by:<br>Dennis Wallace<br>66E787280BBA4FC...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 163.116.251.122 | Sent: 9/8/2026 12:51:26 PM<br>Viewed: 9/8/2026 1:16:27 PM<br>Signed: 9/8/2026 1:17:05 PM |

**Electronic Record and Signature Disclosure:**
Accepted: 1/7/2026 12:34:33 PM
ID: cf72ed81-47b1-48c1-ac87-df9cc9476087

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 9/8/2026 12:51:26 PM |
| Certified Delivered | Security Checked | 9/8/2026 1:16:27 PM |
| Signing Complete | Security Checked | 9/8/2026 1:17:05 PM |
| Completed | Security Checked | 9/8/2026 1:17:05 PM |

| Payment Events | Status | Timestamps |
|---|---|---|

## Electronic Record and Signature Disclosure

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Fluidstack Ltd (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

**Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

**Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

**Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Fluidstack Ltd:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: rachael@fluidstack.io

**To advise Fluidstack Ltd of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at rachael@fluidstack.io and in the body of such request you must state: your previous

email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Fluidstack Ltd**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to rachael@fluidstack.io and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Fluidstack Ltd**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to rachael@fluidstack.io and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Fluidstack Ltd as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Fluidstack Ltd during the course of your relationship with Fluidstack Ltd.

**FIRST AMENDED ASSET PURCHASE AGREEMENT**

232730419 v1
232737610 v1
232738351 v1

# FIRST AMENDED ASSET PURCHASE AGREEMENT (TARBUSH)

**THIS FIRST AMENDED ASSET PURCHASE AGREEMENT** ("First Amended Agreement"), dated as of August 24, 2026 (the "Effective Date"), is made by and between LONESTAR DREAM INC., a Delaware corporation (the "Seller 1") and LONESTAR TAPROOT LLC, a Delaware limited liability company (the "Seller 2" together with Seller 1, each a "Seller" and collectively, the "Sellers"), and THOR CALAP, LLC, a Delaware Limited Liability Company, for itself and any designees (collectively, the "Buyer" and, together with Seller, collectively, the "Parties" and, individually, a "Party"). Capitalized terms not defined herein are defined in the Agreement below, which definitions are incorporated herein by reference.

## RECITALS

**WHEREAS**, Sellers and Buyer executed and entered into an Asset Purchase Agreement ("Agreement"), dated as of July 22, 2026.

**WHEREAS**, pursuant to the terms of the Agreement, Sellers agreed to sell and Buyer agreed to purchase from Sellers the Purchased Assets, as defined in and attached to the Agreement.

**NOW THEREFORE,** in consideration of the mutual covenants, representations, warranties, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Sellers and Buyer agree as follows:

1. The Agreement is amended as set forth herein. No term or provision of the Agreement is amended, modified or abrogated except as set forth herein.

2. The Purchase Price set forth in section 1.6 of the Agreement is increased to $37,750,000 on account of Buyer's agreement to pay $750,000 of the Settlement Payment under the settlement agreement between Sellers and DBR Land, LLC.

3. The terms and provisions of the Indemnity Agreement between Sellers and Buyer annexed hereto as Exhibit "A" are hereby incorporated into the Agreement and this First Amended Agreement, and are agreed to by Sellers and Buyer, as if full set forth at length herein.

4. Seller agrees to promptly provide Buyer with an executed estoppel certificate in the form of that annexed hereto at Exhibit "B" (the "DBR Estoppel") from Delaware Basin Ranches Inc., and that it shall be a condition to the Buyer's obligation to close the transaction that is the subject of the Agreement that the executed DBR Estoppel is provided to Buyer at least ten (10) Business Days prior to the closing under the Agreement.

5. The terms and provisions of Section 10.8 through Section 10.23 of the Agreement are incorporated by reference as if fully set forth herein, except that all references in such Sections, as so incorporated by reference, to the "Agreement" are hereby replaced by references to this First Amended Agreement.

[Remainder of Page Intentionally Left Blank –
Signatures on Following Page(s)]

**IN WITNESS WHEREOF**, the Parties have duly executed this First Amended Agreement as of the date first written above.

**SELLER:**

**Lonestar Dream Inc.**

By: _____

Name: Kevin Pan
Title: CEO

**SELLER:**

**Lonestar Taproot LLC**

By: _____

Name: Kevin Pan
Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

**BUYER: THOR CALAP LLC**
on behalf of itself and its designees

By: _____

Name: Morris Missry
Title: Authorized Signatory

**INDEMNITY AGREEMENT OF BUYER**

Sellers, LONESTAR DREAM INC. and LONESTAR TAPROOT LLC (collectively, "Sellers") and THOR CALAP LLC ("Buyer"), agree, as of August 24, 2026, to the terms and provisions of this Indemnity Agreement of Buyer ("Indemnity Agreement"), including but not limited to attachment of it to the Tarbush APA as an Exhibit thereto.

1. Buyer's access to and entry upon the Tarbush Property is expressly conditioned upon and subject to, inter alia, Buyer's agreement, on the terms and conditions set forth herein, to indemnify the Sellers and Sellers' bankruptcy estates, respective affiliates, partners, shareholders, officers, members, directors, agents and employees and their successors in interest and assigns, including any creditor trust, plan trust and/or fiduciary successor (collectively, "Seller Indemnified Parties", and each a "Seller Indemnified Party"). Buyer agrees to indemnify, defend, and hold harmless the Seller Indemnified Parties from and against any and all claims, liens, demands, losses, damages (excluding consequential, exemplary, punitive and special damages, unless asserted against a Seller Indemnified Party by a third party), liabilities, lawsuits, causes of action, judgments, costs, and expenses (including reasonable attorneys' fees and legal costs) caused by the Buyer's and its agents, employees, contractors, invitees or licensees (collectively, the "Buyer Representatives") activities in and upon the Tarbush Property, including but not limited to, (i) Buyer's removal of the Purchased Assets located at the Tarbush Property, (ii) the restoration of the portion of the Tarbush Property from which the Purchased Assets are removed as required by Paragraph 4(b) of that certain Term Surface Use Agreement dated November 234, 2021, as modified and amended by that certain Amendment No. 1 to Term Surface Use Agreement dated January 1, 2024 (such agreement, as so modified and amended, the "TSUA") between Seller and DBR Land, LLC ("DBR"), and (iii) in the event the removal of the Purchased Assets and other activities of Buyer or Buyer Representatives on the Tarbush Property cause any contamination of the Tarbush Property by materials or substances regulated under applicable statutes, laws, codes, rules, regulations, orders and degrees of governmental or quasi-governmental authorities exercising jurisdiction (collectively, "Environmental Laws") as toxic or otherwise posing a risk to human health or the environment (collectively, "Hazardous Substances"), all remediation of such Hazardous Substances and restoration under Environmental Laws required under Section 3(c) of the TSUA. The indemnity obligation from Buyer to the Seller Indemnified Parties includes, but is not limited to, claims for personal injury, death, or property damage caused by the Buyer Representatives, or any of them. Buyer's indemnity shall exclude any such loss arising from the negligence or willful misconduct of Sellers or any other Seller Indemnified Party or the mere discovery of any pre-existing condition or latent defect on the Tarbush Property which is not exacerbated by Buyer.

2. The Buyer agrees that its access to and activities upon the Tarbush Property are subject to the terms and conditions of the TSUA, including, without limitation, those applicable to the removal of the Purchased Assets located at the Tarbush Property. In addition, Buyer agrees to (i) restore the portion of the Tarbush Property from which the Purchased Assets are removed as required by Section 4(b) of the TSUA, and (iii)

in the event the removal of the Purchased Assets and other activities of Buyer or Buyer Representatives on the Tarbush Property cause any contamination of the Tarbush Property by Hazardous Substances, all remediation of such Hazardous Substances and restoration under Environmental Laws required under Section 3(c) of the TSUA. Buyer agrees not to breach the terms and conditions of the TSUA in connection with its access to and activities upon the Tarbush Property. The Buyer shall, at its sole cost and expense, maintain Commercial General Liability insurance, on an occurrence basis, with a minimum limit of $10,000,000 per occurrence, $10,000,000 in the aggregate. Such policy or policies shall name the Seller Indemnified Parties as additional insureds and provide a Certificate of Insurance to the Seller Indemnified Parties prior to entering upon the Tarbush Property. In addition, Buyer shall cause any contractors, riggers, representatives and agents engaged by or on behalf of the Buyer or Buyer Representatives and entering upon the Tarbush Property to maintain insurance as required under the TSUA. Buyer's obligations to the Seller Indemnified Parties under this Indemnity Agreement are in no way limited by the coverage amount(s) of the required insurance or the amounts available under such insurance.

3. Buyer agrees to (i) the following provisions of the Stipulation and Agreed Order ("DBR Settlement Order") between Sellers and DBR and (ii) the inclusion of the indemnity and other obligations herein and in paragraph 6 of the DBR Settlement Order set forth below, in the Order of the Bankruptcy Court approving the sale of the Purchased Assets to Buyer ("Sale Order"):

   a. (4) The purchaser of the Purchased Assets (the "Purchaser") and Debtors will have nine (9) months from the closing of the Tarbush sale (or, if the Tarbush sale closing does not occur prior to November 30, 2026, nine (9) months from the date that the Settlement Payment is made to DBR) to remove the Assets and any other Remaining Property from the Land (other than the water well and associated equipment) and to remediate the site as required in the TSUA. Purchaser's and Debtors' remediation obligations will not apply to the freshwater well and the related improvements for its operation. Purchaser and Debtors will be obligated to remove and remediate the cement pads on the Land unless the parties agree on an amount for Purchaser to pay to DBR to waive the remediation obligation for removal of the cement pads, the amount for which will be based on third party bids obtained by DBR for the removal of the pads; and

   b. (6) The Sale Order must include an obligation of the Purchaser to indemnify DBR for any damages to DBR's property in the form of the Indemnity Agreement of Buyer attached as Exhibit A to the First Amended Asset Purchase Agreement (Tarbush), including the Land, or to personnel working on behalf of Purchaser for the removal of the Assets, the Remaining Property, and/or remediation of the Land that occur prior to Closing and during the removal and remediation process.

4. Upon completion of Buyer's access to and use of the Tarbush Property, including removal of all Purchased Assets, Buyer agrees to and shall restore the areas of the Tarbush Property from which the Purchased Assets were removed to their original

condition, as required under Section 4(b) of the TSUA, at the Buyer's sole cost and expense.

5. The indemnity and additional obligations of Buyer under this Indemnity Agreement shall survive termination or expiration of the access rights granted to Buyer pursuant to the DBR Settlement Order and constitute a continuing, agreed obligation of Buyer to Seller subsequent to closing of the Tarbush APA; the terms and provisions of the Tarbush APA are incorporated herein by reference.

6. Notwithstanding anything under this Indemnity Agreement or the Tarbush APA to the contrary, (i) Buyer shall not be obligated to restore any portions of the Tarbush Property other than the portions of the Tarbush Property from which the Purchased Assets are removed by Buyer or the Buyer Representatives, (ii) Buyer shall have no obligation to remove or remediate any Hazardous Substances or contamination by Hazardous Substances the presence of which was not caused by Buyer or the Buyer Representatives, and (iii) Buyer shall not have any liability with respect to Hazardous Substances other than Hazardous Substances, and contamination by Hazardous Substances, the presence of which was caused by Buyer or the Buyer Representatives. Notwithstanding anything in this Indemnity Agreement to the contrary, Buyer will be responsible for pre-existing Hazardous Substances that are disclosed to Buyer in writing prior to Buyer or the Buyer Representatives conducting their applicable activities at the Tarbush Property, or that Buyer or the Buyer Representatives would have discovered if it or the Buyer Representatives had exercised industry-standard care and practice, to the extent they are exacerbated by Buyer's or the Buyer's Representatives access to or activities upon the Tarbush Property.

[Remainder of Page Intentionally Left Blank –
Signatures on Following Page(s)]

**SELLER:**

**LONESTAR DREAM INC.**

By:_____

Name: Kevin Pan
Title: CEO

**SELLER:**

**LONESTAR TAPROOT LLC**

By:_____

Name: Kevin Pan
Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

**BUYER:**

**THOR CALAP LLC**
on behalf of itself and its designees

By:_____

Name: Morris Missry
Title: Authorized Signatory

SimplyAgree Sign signature packet ID: 5c7dce50-65e4-41e1-883b-e8b7abc8471b


**Delaware Basin Ranches Inc.**
840 Gessner, Suite 100
Houston, Texas 77024

August 25, 2026

Thor CALAP, LLC
c/o Thor Equities, LLC
25 West 39th Street
New York, NY 10018

Re: 4143 US Hwy 285, Fort Stockton (Pecos County), TX 79735

Dear Ladies and Gentlemen:

Reference is made to that certain Master Lease, effective as of October 15, 2021 (the "Master Lease"), by and between Delaware Basin Ranches Inc. (together with its successors and assigns, "DBR Inc."), as lessor, and DBR Land LLC (together with its successors and assigns, "DBR Land"), as lessee, and that certain Term Surface Use Agreement dated November 24, 2021 (the "TSUA"), by and between DBR Land, as grantor, and Lonestar Dream Inc. (together with its successors and assigns, "Lonestar"), as lessee.

DBR Inc. hereby certifies and confirms to Thor CALAP, LLC and its investors and lenders, and their respective successors and assigns (collectively, "Thor"), that (i) as between DBR Inc. and DBR Land, DBR Land had and has all authority and right to enter into the TSUA and to perform its obligations thereunder, and (ii) nothing in the Master Lease contradicts any of the terms and provisions of the TSUA or prevents or otherwise interferes with DBR Land's performance of its covenants and obligations under the TSUA, or Lonestar's rights and remedies under and with respect to the TSUA.

DBR Inc. further acknowledges and agrees that Thor will be relying upon DBR Inc.'s certifications herein in determining whether to enter into a transaction with Lonestar involving the TSUA, and that DBR Inc. is hereby estopped from making any claim or asserting any factual claims against Thor that contradicts such certifications.

Delaware Basin Ranches Inc.

By: Harrison Bolling
Name: Harrison Bolling
Title: EVP, General Counsel

# ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** ("Agreement"), dated as of September ~~9~~22, 2026 (the "Effective Date"), is made by and between LONESTAR DREAM INC., a Delaware corporation (the "Seller 1") and LONESTAR TAPROOT LLC, ~~a~~A Delaware limited liability company (the "Seller 2" together with Seller 1, each a "Seller" and collectively, the "Sellers"), and ~~Pecos Industrial Development~~PECOS INDUSTRIAL DEVELOPMENT, LLC, a Delaware limited liability company~~, for itself and any designees (collectively,~~ (the "Buyer" and, together with Sellers, collectively, the "Parties" and, individually, a "Party"). Capitalized terms used in this Agreement are as defined herein.

## RECITALS

**WHEREAS**, Seller was engaged in the business of, *inter alia*, crypto mining and hosting operations (the "Business") at the Tarbush Property set forth below through July 10, 2026.

**WHEREAS**, Seller is the occupant of that certain real property located at 4143 US Hwy 285, Fort Stockton, TX 79735 in Pecos County, Texas, (known as the "Tarbush Property").

**WHEREAS**, Seller is the owner of certain personal property, equipment and other assets located at the Tarbush Property and set forth on the **Exhibit "A"** attached hereto (the "Purchased Assets").

**WHEREAS**, on July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case").

**WHEREAS**, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the ~~Purchased~~Purchase Assets in accordance with this Agreement and sections 105, 363, and 365 of the Bankruptcy Code.

**WHEREAS,** the execution and delivery of this Agreement and Seller's ability to consummate the transactions set forth in this Agreement, are subject to entry of the Sale Approval Order and closing of the Adjacent Property PSA.

**WHEREAS**, Buyer has agreed to serve as the "backup bidder" to the winning bidder at auction, Raptor Basin LLC ("Winning Bidder"), under the Sale Approval Order ("Backup Bidder"), as to the Purchase Assets.

**NOW THEREFORE,** in consideration of the mutual covenants, representations, warranties, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

## ARTICLE I

## SALE OF ASSETS

I.1 Sale of Purchased Assets.

(a) On the Closing Date and subject to the terms and conditions and exclusions contained in this Agreement (including but not limited to Section ~~1.3)~~I.3) and subject to Permitted Liens as defined herein, each Seller will sell, transfer, convey, assign, and deliver all of Seller's right, title, and interest in and to the Purchased Assets, free and clear of any and all interests, Claims, obligations, rights, encumbrances, pledges, and liens in, against or with respect to any of the Purchased Assets or ~~any~~each Seller having arisen, existed or accrued prior to and through the Closing Date, whether direct or indirect, absolute or contingent, choate or inchoate, known or unknown, matured or unmatured, liquidated or unliquidated, arising or imposed by agreement, understanding, law, equity, statute or otherwise and whether arising prior to, on or after the ~~petition date~~Petition Date, including claims or liabilities otherwise arising under doctrines of successor liability, *de facto* merger or substantial continuity or liabilities or obligations arising under any law or orders (collectively, "Liens").

(b) The Purchased Assets include the following assets of Seller:

(i) The assets set forth on Exhibit "A" hereto;

(ii) all Approvals (hereinafter defined), electrical power allocations, interconnection rights, utility service rights, and related power rights associated with the Tarbush Property and all rights to future power capacity increases, all as more fully described in Section VII.2(d) hereof;

(iii) all rights under those executory contracts (the "Contracts") and

personal property and commercial real property leases (the "Leases") set forth on Exhibit "B" attached hereto. The Contracts and Leases are herein, at times, collectively referred to as the "Assumed Contracts" and, individually, as an "Assumed Contract"; provided however, that Buyer may at any time prior to Closing remove any Assumed Contracts from Exhibit "B". Upon removal, such Contracts or Leases shall no longer be an Assumed Contract;

(iv) all claims under existing insurance policies to the extent such policies may provide coverage or a defense with respect to the Purchased Assets;

(v) any and all transferable federal, state, local and foreign governmental Permits, authorizations, and approvals of Seller related to the Purchased Assets;

(vi) ~~all~~copies of documents, books and records of each Seller relating to the Purchased Assets, including ~~all vendor and supplier files and lists, equipment maintenance and warranty information, operating manuals, all correspondence with suppliers, employees or governmental authorities, and any other reports, promotional materials, marketing studies, plans and documents prepared by or on behalf of any Seller, including data stored electronically in each case to the extent relating to the Purchased Assets.~~electronic data.

I.2 Instruments of Conveyance and Transfer.

(a) Upon the Closing, Seller shall deliver to Buyer possession of the Purchased Assets~~, free and clear of all Claims and Liens (other than liens for ad valorem taxes accruing after the Closing Date)~~ and convey to Buyer clear title to all of the Purchased Assets.

(b) At the Closing, Seller shall execute and deliver to Buyer a bill of sale and such endorsements, assignments, and other good and sufficient instruments of conveyance and

transfer as are reasonably necessary to transfer, convey, and assign good and marketable title to Buyer of the Purchased Assets, free and clear of any and all Liens ~~(other than liens for ad valorem taxes accruing after the Closing Date)~~except for Permitted Liens.

I.3 Excluded Assets.

The Purchased Assets shall exclude all assets and interests of the Seller set forth on **Exhibit "C"** hereto (collectively, the "Excluded Assets").

I.4 Assumed Liabilities. As of the Closing, Buyer shall assume, and pay when due, all Cure Costs due on the Assumed Contracts and any other liabilities of Seller which Buyer has expressly agreed in writing to assume as set forth on Exhibit "D" (collectively, the "Assumed Liabilities")~~.~~; provided however, that Buyer may at any time prior to Closing remove any Assumed Liabilities from Exhibit "D". Upon removal, such liabilities shall no longer be an Assumed Liability.

I.5 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, except for the Assumed Liabilities set forth herein, Buyer shall not assume, or become obligated in any way to pay, any of Seller's liabilities, obligations, or debts of any kind whatsoever, whether accrued, absolute, contingent, or otherwise, whether known or unknown, whether due or to become due, and regardless of when or by whom asserted, including, without limitation, to the following (collectively, the "Excluded Liabilities"):

(a) any of Seller's liabilities under this Agreement, and any other agreements (written or oral) entered into by Seller other than the Assumed Contracts.

(b) any liabilities from the Seller's business ("Business");

(c) any note payable in favor of, or any other amount owed to, any of Seller's lenders or creditors;

(d) any liability of Seller with respect to any Taxes;

(e) any of Seller's liabilities (i) arising by reason of any violation or alleged violation of any federal, state, or foreign law, or any requirement of any Governmental Entity, (ii) arising by reason of any breach or alleged breach by Seller of any contract, agreement, license, commitment, instrument, judgment, order, or decree, (iii) arising under any environmental, health, and safety laws, regulations, and/or requirements;

(f) any liability of Seller arising out of the injury to or death of any individual, or damage to or destruction of any property, whether based on negligence, breach of warranty, strict liability, enterprise liability, or any other legal or equitable theory, and arising from or related to products (or parts or components thereof) distributed or otherwise disposed of or for services performed by Seller;

(g) any of Seller's liabilities, including legal fees and expenses, for vacation pay, sick pay, holiday pay, salary, bonuses, severance pay, workers' compensation, benefits, fringe benefits or other payments or liabilities of any kind to any current or former employee of, or any ~~(g)~~ party who was hired or engaged by, Seller, or under any employee benefit or employee benefit plan, resulting from Seller's conduct ~~before the Closing Date~~;

(h) any of Seller's liability for any expenses or fees related to the negotiation, preparation, approval, or execution of this Agreement or its transactions (including attorneys', accountants', and brokerage fees incurred by or charged to Seller);

(i) any of Seller's liabilities arising from ~~its~~ conduct before the Closing, or the actions of its officers, directors, shareholders, employees, consultants, contractors, agents, or advisors; and

(j) any of Seller's other liabilities other than the Assumed Liabilities.

Seller acknowledges that it retains the Excluded Liabilities~~.~~.

I.6 Purchase Price. The purchase price to be paid by Buyer to Seller for the Purchased Assets ~~shall be Forty-Six~~is One Hundred Million Five Hundred Thousand U.S. Dollars ($~~46,000,000.00~~100,500,000) (the "Closing Purchase Price"). ~~The Purchase Price~~ and shall be paid as follows:

(a) A deposit ~~of 5% of the Purchase Price in the amount~~ of Two Million Three Hundred Thousand ~~U.S.~~ Dollars ($~~2,300,000.00) shall be paid by Buyer to Seller within five (5) days of signing this Agreement~~2,300,000) previously deposited with Seller's escrow agent, Archer & Greiner, from Buyer ("Good Faith Deposit"), ~~to~~shall be held in an interest-bearing escrow account by Seller's counsel (the "Escrow Agent") and pursuant to an escrow agreement in form and substance reasonably acceptable to Buyer and Seller, attached hereto as Exhibit "G" (the "Escrow Agreement") until Closing, with the funds (including any interest earned thereon) to be applied to the Closing Purchase Price at Closing. The Escrow Agent shall not release, transfer, apply or otherwise dispose of the Good Faith Deposit except (i) at Closing, in accordance with joint written instructions from Buyer and Seller, (ii) pursuant to a written agreement executed by Buyer and Seller, or (iii) pursuant to a final, ~~non-appealable~~non- appealable order of a court of competent jurisdiction. The Escrow Agent shall have no discretion or authority to determine entitlement to the Good Faith Deposit. All escrow fees and costs shall be borne by Seller unless otherwise agreed by the parties~~;~~.

(b) The balance of the Closing Purchase Price shall be paid by Buyer to Seller at Closing (the "Closing Payment");

(c) The Good Faith Deposit shall be fully refundable (with interest) as set forth herein. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of the Estate under the Bankruptcy Code, that Seller's Estate shall have no interest of any kind under Chapter 5 of the Bankruptcy Code or applicable law (equitable or otherwise) in and to the Good Faith Deposit and the Escrow Agent shall hold the Good Faith Deposit in trust in accordance with this Agreement. In the event that Buyer purchases the Purchased Assets and the sale closes, then all Good Faith Deposit payments made by Buyer pursuant to the terms of this Agreement (together with any interest earned thereon) shall be credited to and offset against the Closing Purchase Price and paid to the credit of Seller at the Closing.

I.7 Allocation of Closing Purchase Price. The Allocation of the Closing Purchase Price shall be determined by the Buyer as soon as commercially practicable, but no later ~~I.7~~ than one hundred and eighty (180) days after the Closing. The Parties hereby agree that they

shall file all federal, state, and local Tax Returns and reports in a manner consistent with such allocation, and that neither Party will assert or maintain a position inconsistent with such allocation in any administrative or judicial proceeding, including any tax audit or tax proceeding.

I.8 Transfer Taxes. The Party that is required by applicable Law to pay any and all bulk sale, stamp, documentary, filing, recording, registration, sales, use, transfer, ~~added-value~~added- value or other non-income Tax, fee, or governmental charge imposed under applicable Law in connection with the transactions contemplated hereby (the "Transfer Taxes") shall be responsible for paying that Party's Transfer Taxes. ~~Notwithstanding the foregoing, Seller shall be solely responsible for and shall pay all Transfer Taxes. To the extent applicable Law imposes liability for any Transfer Taxes on Buyer, Seller shall promptly reimburse Buyer for any such amounts paid by Buyer.~~ The Party that is required by applicable Law to file any Tax Returns in connection with Transfer Taxes described in the immediately preceding sentence shall prepare and timely file such Tax Returns. Seller shall timely provide Buyer with all information and documentation reasonably requested by Buyer in connection with such Tax Returns and shall execute any documents reasonably requested by Buyer in connection therewith. Buyer shall be entitled to receive such Tax Returns and other documentation reasonably in advance of filing by the Seller, but not less than ten (10) Business Days prior to the due date of such Tax Returns, and such Tax Returns and other documentation shall be subject to Buyer's approval, which shall not be unreasonably withheld, delayed, or conditioned. Buyer and Seller shall cooperate in making, in a timely manner, all Tax Returns, filings, reports, forms and other documentation as are necessary or appropriate to comply with all applicable Laws in connection with the payment of Transfer Taxes and shall cooperate in good faith to minimize, to the fullest extent possible under such Laws, the amount of any such Transfer Taxes. Seller shall take all actions reasonably requested by Buyer to obtain any available exemption, reduction or refund of any Transfer Taxes.

I.9 Proration. All monthly payments (the "Prorated Charges") for the month in which the Closing occurs (including utility charges) shall be apportioned and prorated between Seller and Buyer as of the Closing Date with (i) Buyer bearing the expense of Buyer's proportionate share of such Prorated Charges that shall be equal to the product obtained by multiplying (A) a fraction, the numerator being the amount of the Prorated Charges and the denominator being the total number of days in the month in which the Closing occurs, times (B) the number of days following the day that immediately precedes the Closing Date and paying such amount to Seller to the extent payment for such Prorated Charges has been made by Seller prior to the Closing, and (ii) Seller bearing the remaining portion of such Prorated Charges (and paying the amounts thereof to Buyer to the extent payment for such Prorated Charges has not been previously made by Seller). Seller shall be responsible for any and all taxes and assessments, including any interest, penalties or fees, incurred prior to the Closing and any transfer taxes associated with the transfer of the Real Property to Buyer. Buyer shall be responsible for all taxes and assessments accruing after the Closing. The Closing statement to be prepared by Buyer's title company (the "Title Company") shall reflect such proration based on the most recent and available tax rate and valuation. Any other costs or expenses, if any, shall be allocated between and charged to Buyer and Seller in accordance with the Title Company's usual practices. Seller shall be responsible for the cost of the preparation and delivery of all documents to be furnished by Seller. Buyer shall be responsible for the cost of recording the deed and the

cost of purchasing a title insurance policy. The Closing fee of the Title Company will be paid by Buyer. Except as set forth herein, no amounts paid or payable under or in respect of any Purchased Asset or group of Purchased Assets shall be apportioned and prorated

between Seller and Buyer.

I.10 Sales Tax. Buyer shall be responsible for and pay any and all sales tax due and payable arising from the transactions contemplated by this Agreement.

ARTICLE II CLOSING

II.7 ~~II.1~~ Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place on ~~or before November 30, 2026, pursuant to the Sale Approval Order (or on such other date as may be agreed by the Parties and/or ordered by the Bankruptcy Court (conditioned, if applicable, upon the Bankruptcy Court making a finding under Fed. R. Bankr. P. 6004(h)) (the "Closing Date")).~~the date ("Closing Date") that is no later than 45 days after Seller gives Buyer notice ("Backup Bidder Notice") that it intends to proceed with a closing transaction with Buyer. The Backup Bidder Notice shall be given by Seller to Buyer within five business days of the earlier of the date when (i) the Winning Bidder fails to close pursuant to the Asset Purchase Agreement between the Seller and Winning Bidder and (ii) the date Seller terminates its agreement with the Winning Bidder (the "Notice Date"). If the Approvals set forth in Section 7.2(d) are not in place as of the Notice Date to permit Seller to close as of the Closing Date, the Seller will advise Buyer accordingly, and the Closing Date shall be extended so that Buyer shall have no less than 45 days from the date Seller obtains the Approvals ("Approvals Date"), to close. The Backup Bidder Notice cannot be given later than April 15, 2027, and Closing cannot occur later than May 30, 2027, unless either of those dates is extended by written agreement of the Parties.

II.8 ~~II.2~~ Deliveries to be Made by Seller at Closing. At the Closing, Seller shall deliver the following to Buyer free and clear of ~~all~~ Liens ~~(other than liens for ad valorem taxes accruing after the Closing Date)~~, except Permitted Liens, all of which shall be properly authorized and executed by Seller and acceptable to Buyer in its ~~sole and absolute~~reasonable discretion:

(a) possession of the Purchased Assets;

(b) a bill of sale and/or such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer may deem desirable in a form reasonably satisfactory to Buyer, conveying title from Seller to Buyer to the Purchased Assets, free and clear of any and all Liens ~~(other than liens for ad valorem taxes accruing after the Closing Date)~~, except Permitted Liens;

(c) the Assignment and Assumption Agreement;

(d) such affidavits, certifications and other documentation evidencing the authority of the person executing the subject documents on behalf of Seller in a form acceptable to Buyer;

(e) if the Sale Approval Order ~~authorizes the~~does not authorize a sale ~~of the Purchased Assets~~ free and clear of all Liens (other than any liens for *ad valorem* taxes ~~accruing~~falling due after ~~the~~ Closing ~~Date and attributable solely to periods after the Closing Date)~~or any additional exceptions approved by Buyer in writing or otherwise required by law (collectively, "Permitted Liens")) affecting the Purchased Assets to the maximum extent permitted by Section 363 of the Bankruptcy Code, ~~subject to certain specific identified Liens,~~

Seller shall deliver to Buyer at or prior to Closing releases of such Liens, in form and substance acceptable to Buyer in its sole and absolute discretion, together with such UCCsuch releases and termination statements and other instrumentswith respect to all Liens (other than Permitted Liens) on the Purchased Assets as may be necessary to evidence the termination and release of all such Liensand required by Buyer; provided, however, nothing herein shall obligate Buyer to proceed to Closing if any Lien (other than liens for *ad valorem* taxes accruing after the Closing Date) remains on the Purchased Assets or of if the Sale Approval Order does not authorize thea sale of the Purchased Assets free and clear of all Liens (other than liens for ad valorem taxes accruing after the Closing Date and specific Liens for which the Seller shall have delivered to Buyer at or prior to Closing releases of such Liens, in form and substance acceptable to Buyer in its sole and absolute discretion, together with documents and instruments as required by BuyerPermitted Liens) to the maximum extent permitted by Section 363 of the Bankruptcy Code.;

(f) such other documents of assignment and transfer as may be reasonably required to vest all right, title, and interest of Seller in and to the Purchased Assets in Buyer;

(g) an assignment and assumption agreement relating to the Assumed Contracts in a form reasonably satisfactory to Buyer (the "Assignment and Assumption Agreement") duly executed by Seller;

(h) resolution of the board of directors of Seller authorizing the execution and delivery of this Agreement and all documents contemplated hereby and consummation of the transaction contemplated herein;

(i) an executed certificate of Seller to the effect that, as of the Closing Date, all representations and warranties of Seller contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Seller contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date;

(j) an information reporting form for purposes of preparing an IRS Form 1099-1099 S; and

(k) such other documents as shall be reasonably requested by Buyer or its counsel in connection with the transactions contemplated by this Agreement.

II.9 II.3Deliveries to be Made by Buyer at the Closing. At the Closing, Buyer shall deliver the following to Seller:

(a) the Closing Payment;

(b) the Assignment and Assumption Agreement;

(c) resolutions of the Buyer authorizing the execution and delivery of this Agreement and of all documents contemplated hereby and consummation of the transaction contemplated herein;

(d) an executed certificate of Buyer to the effect that, as of the Closing Date, all representations and warranties of Buyer contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Buyer contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing

Date; and

(e) such other documents as shall be reasonably requested by Seller or its counsel in connection with the transactions contemplated by this Agreement~~,~~. and closing of the sale transactions herein.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, each Seller jointly and severally hereby represents and warrants to the Buyer as of the Effective Date and as of the Closing Date, as if such representations and warranties had been made at the Closing Date, as follows:

III.7 ~~III.1~~ Organization and Authority. Seller 1 is a corporation and Seller 2 is a limited liability company, and each Seller is duly organized, validly existing, and in good standing under the laws of the State of Delaware. This Agreement and Seller's execution thereof has been duly authorized by all necessary corporate ~~and limited liability company~~ action. Seller has obtained and currently maintains all qualifications to do business as a foreign entity in all other jurisdictions in which the character of Seller's properties or the nature of Seller's activities require it to be so qualified. Subject to entry of the Sale Approval Order by the Bankruptcy Court, Seller has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Seller that is enforceable in accordance with its terms.

III.8 ~~III.2~~ Governmental Authorization. The execution, delivery, and performance by Seller of this Agreement requires no action by, or filing with, any governmental body, agency, or official, other than approvals of authorization by the Bankruptcy Court~~,~~ and Approvals set forth in Section 7.2(d), and all such approvals, authorizations, consents, notices and filings necessary for Seller to consummate the transactions contemplated hereby shall have been duly obtained, made or given prior to the Closing and shall be in full force and effect. No other consent, approval, authorization, order, permit or filing is required that would prevent, delay or impair Seller's ability to consummate the transactions contemplated hereby or Buyer's ownership or use of the Purchased Assets following the Closing.

III.9 ~~III.3~~ No Conflict. Subject to entry of the Sale Approval Order, the execution, delivery and performance of this Agreement by Sellers do not and will not (a) violate each Seller's Organizational Documents, (b) violate any applicable Law or Order applicable to each Seller or the Purchased Assets, (c) result in any breach or default under any material Contract relating to the Purchased Assets, or (d) result in the creation of any Lien on the Purchased Assets other than Permitted Liens.

III.10 ~~III.4~~ Litigation. Except as disclosed in the Bankruptcy Case or on Exhibit "E" there is no action, suit, proceeding, arbitration, investigation or governmental inquiry pending or, to Seller's knowledge, threatened against Seller or affecting the Purchased Assets that would reasonably be expected to materially impair the Purchased Assets or prevent or delay the consummation of the transactions contemplated hereby.

III.11 ~~III.5~~ Sufficiency of and Title to the Purchased Assets. Each Seller has and, pursuant to the Sale Approval Order and upon Closing, Buyer shall acquire good, valid and marketable title in and to the Purchased Assets, free and clear of all Liens ~~(other than liens for ad valorem taxes accruing after the Closing Date)~~, other than Permitted Liens expressly assumed by Buyer pursuant to this Agreement. Seller has good and valid title to, or a valid and enforceable right to transfer, each of the Purchased Assets. None of the Purchased Assets is subject to any restriction on transfer or other agreement that would impair Buyer's ownership, use or enjoyment thereof following the Closing.

III.12 ~~III.6~~ Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court and Approvals, there is no agreement or other instrument

binding upon Sellers requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

III.13 ~~III.7~~ Utilities. Seller has not received any written notice that any electrical service, power allocation, interconnection rights, utility service, water, sewer, telecommunications or other utility serving the Purchased Assets will be reduced, terminated or materially modified. To Seller’s knowledge, there exists no condition that would materially impair the transfer or continued availability of such utility rights following Closing.

III.14 ~~III.8~~ Assumed Contracts. Each Seller has made available to Buyer a copy of all Assumed Contracts, together with all amendments, exhibits, attachments, waivers, or other changes thereto and, to Seller's knowledge, such copies are true, correct and complete in all material respects and constitute all documents comprising the Assumed Contracts. Sellers have not received any written notice of any material default by any party under any Assumed Contract that remains uncured, except as disclosed to Buyer in writing. Each Seller represents that it has not taken or failed to take any action that would impair its ability to assume and assign any Assumed Contract designated for assumption and assignment pursuant to this Agreement. Sellers shall use commercially reasonable efforts to obtain entry of all orders and take all actions reasonably necessary to facilitate the assumption and assignment of the Assumed Contracts designated by Buyer. Buyer acknowledges that the Bankruptcy Court may not approve assumption and assignment of all contracts designated by the Buyer hereunder provided, however, that Buyer shall not be obligated to close if the failure to assume and assign any Assumed Contract designated by Buyer would reasonably be expected to have a Material Adverse Effect on the Purchased Assets.

III.15 ~~III.9~~ Certain Fees. Other than DuFrayne LLC and Manning Land and Manning Mineral LLC, Seller has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders’ fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement or the transactions this Agreement contemplates.

III.16 ~~III.10~~ Notices of Certain Events. Sellers shall promptly notify Buyer of:

(a) Any notice or other written communication from any third-party alleging that the consent of such third-party is or may be required in connection with the consummation of the transactions contemplated by this Agreement; and

(b) Any material written communication from any governmental or regulatory agency or authority in connection with or relating to the transactions contemplated by this Agreement.

III.17 ~~(c)~~ Equipment. All of Seller's equipment ("Equipment") is owned by the Sellers and, when conveyed by Sellers to Buyer, will be owned by Buyer free and clear of all Liens except Permitted Liens. The Equipment constitutes all material equipment owned by Seller and used in connection with the Purchased Assets and is in substantially the same condition as of the Effective Date, ordinary wear and tear excepted. Seller has not leased, licensed or otherwise granted any third party any right to possess or use any Equipment, except as disclosed in this Agreement or the

Disclosure Schedules. Upon the Closing, Buyer shall acquire good and marketable title to the Equipment, free and clear of all Liens other than Permitted Liens, together with all warranties, guarantees and similar rights, to the extent transferable.

III.18 ~~III.11~~ Permits. Sellers possess all material permits, licenses, approvals and governmental authorizations necessary for the ownership and operation of the Purchased Assets as presently conducted, and such permits are in full force and effect.

III.19 ~~III.12~~ Taxes. Each Seller has timely filed (or caused to be timely filed) all material Tax Returns required to be filed with respect to the Purchased Assets and has timely paid, or will timely pay, all Taxes required to be paid by each Seller with respect to the Purchased Assets for all taxable periods ending on or before the Closing Date, other than Taxes being contested in good faith by appropriate proceedings. There are no Liens for Taxes upon any of the Purchased Assets, other than ~~inchoate liens for ad valorem taxes accruing after the Closing Date~~Permitted Liens arising by operation of applicable Law for Taxes not yet due and payable. Sellers have not received any written notice of any pending audit, examination or proceeding by any taxing authority relating to Taxes that would result in a Lien on, or otherwise materially adversely affect, the Purchased Assets.

III.20 ~~III.13~~ Financial Information.

(a) Seller has made available to Buyer all financial statements, operating statements, utility billing records, capital expenditure information, and other financial or operating information relating to the Purchased Assets, that are in Seller's possession or control and have been requested by Buyer (collectively, the "Financial Information").

(b) To Seller's ~~Knowledge~~knowledge, the Financial Information delivered or made available to Buyer has been prepared in good faith from the books and records of Seller, is true, correct and complete in all material respects, and fairly presents, in all material respects, the information purported to be reflected therein for the applicable periods. Seller has not knowingly omitted any material information necessary to make the Financial Information, taken as a whole, not misleading.

(c) Since the date of the most recent Financial Information made available to Buyer, Seller has not become aware of any material adverse change in the financial condition or operation of the Purchased Assets that has not been disclosed to Buyer in writing. Seller has made available to Buyer true, correct and complete copies, in all material respects, of all books, records, utility information, correspondence, reports, contracts and other documents in Seller's possession

or control relating to the Purchased Assets that have been requested by Buyer. To Seller's knowledge, such books and records accurately reflect the information they purport to contain in all material respects, and Seller has not knowingly withheld any material information relating to the Purchased Assets requested by Buyer.

III.21 ~~III.14~~ Environmental Matters. Except as set forth on Exhibit "F" to Seller's ~~Knowledge~~knowledge: (a) Each Seller is, and during Seller's ownership of the Purchased Assets has been, in material compliance with all applicable Environmental Laws with respect to the Purchased Assets;
(b) Seller has not received any written notice, demand, claim, request for information or other written communication from any governmental authority or third party alleging any material violation of, or material liability under, any Environmental Law with respect to the Purchased Assets that remains unresolved; (c) there has been no release, discharge, disposal or threatened release of any Hazardous Substance at, on, under or from the Purchased Assets in violation of applicable Environmental Laws that would reasonably be expected to result in material liability relating to the Purchased Assets; (d) Seller has not received any written notice of the presence of any underground storage tanks, asbestos-containing materials, polychlorinated biphenyls or other regulated Hazardous Substances at the Purchased Assets, except as disclosed on Exhibit "F"; (e) Seller has obtained and is in material compliance with all material permits, licenses and other governmental authorizations required under applicable Environmental Laws with respect to the ownership and operation of the Purchased Assets; and (f) there is no pending or, to Seller's ~~Knowledge~~knowledge, threatened investigation, action or proceeding under any Environmental Law relating to the Purchased Assets that would reasonably be expected to result in material liability or materially impair Buyer's ownership, development or use of the Purchased Assets following the Closing. For purposes of this Agreement, "Environmental Laws" means all applicable federal, state and local Laws relating to pollution, the protection of human health or the environment, or the manufacture, generation, use, handling, storage, treatment, transportation, release or disposal of Hazardous Substances, each as amended from time to time. "Hazardous Substances" means any substance, material or waste that is regulated under any Environmental Law, excluding quantities of substances customarily used, stored or maintained in compliance with applicable Environmental Laws.

III.22 ~~III.15~~ General Warranty. None of the representations or warranties contained herein by Seller, nor any exhibit, schedule, statement, or certificate furnished to or to be furnished by Seller to Buyer pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

III.23 Seller represents and warrants that: (i) it is not an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the "Code"), which is subject to Section 4975 of the Code; and (ii) the assets of Seller do not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Code; and (iii)(a) Seller is not a "governmental plan" within the meaning of Section 3(32) of ERISA, and the assets of Seller do not constitute plan assets of one or more such plans; or (b) transactions by or with Seller are not in violation of state statutes applicable to Seller regulating investments of and fiduciary obligations with respect to governmental plans.

III.24 Neither Seller, nor any ERISA Affiliates (as hereinafter defined) has, within the last six (6) years, made a "partial withdrawal" or a "complete withdrawal" (within the meaning of Sections 4205 and 4203 of ERISA) from any "multiemployer plan," nor incurred any liability on account of a "partial withdrawal" or a "complete withdrawal" from any "multiemployer plan", no such liability has been asserted through a "Notice of Assessment" or any similar correspondence, and there are no events or circumstances which could result in any such partial or complete withdrawal, neither Seller, the Property Manager nor any ERISA Affiliate has incurred or could be subjected to any liability under Title IV or Section 302 of ERISA that could reasonably be expected to result in liability to the Buyer ("ERISA Affiliate" means, at any time, each trade or business (whether or not incorporated) that would, at the time, be treated together with either Seller or the Property Manager as a single employer under Title IV or Section 302 of ERISA or Sections 414(b) or 414(c) of the Code.

III.25 Seller covenants and warrants that all of the representations and warranties set forth in this Agreement shall be true and correct at, and as of, the Closing Date, but not thereafter. No representations or warranties of Seller shall survive Closing unless specifically set forth herein.

III.26 ~~III.16~~ No Other Representations or Warranties. Other than as set forth herein, the Purchased Assets are being sold "as is," "where is," and "with all faults," and Buyer, or any ultimate highest bidder pursuant to any Auction or order of the Bankruptcy Court, hereby acknowledges and agrees that Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets. Buyer will accept the Purchased Assets "as is" and "where is" at closing.

~~III.17 Power. Seller represents and warrants that the Purchased Assets include a confirmed 176MW ERCOT Batch Zero Baseload allocation (load designation BZ-650) associated with the Tarbush Property, and that such allocation and all other Approvals set forth in Section VII.2(d) are valid, in full force and effect, and freely transferable to Buyer in connection with the transactions contemplated hereby. Seller has not taken any action, or failed to take any action, that would impair, reduce, or jeopardize such allocation or Buyer's ability to receive, use, and benefit from such allocation or Approvals following the Closing.~~

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES OF BUYER

IV.7 ~~IV.1~~ Organization and Authority. Buyer is a limited liability ~~corporation,~~company duly organized, validly existing, and in good standing under the laws of the State of Delaware. Buyer has the full power and authority to execute and deliver this Agreement and to consummate

the transactions contemplated herein and have been duly authorized by all necessary action on the part of Buyer. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Buyer that is enforceable in accordance with its terms.

IV.8 ~~IV.2~~ No Conflicts. The execution, delivery, and performance of this

Agreement by Buyer will not (i) violate any provision of any existing law, statute, rule, regulation, or ordinance, or (ii) conflict with, result in a breach of, or constitute a default under (a) any certificate or articles of incorporation or by-laws of Buyer, (b) any order, judgment, award or decree of any court, governmental authority, bureau or agency, or (~~c~~v) any mortgage, indenture, lease, contract or other agreement, or undertaking to which Buyer is a party or by which Buyer or its properties or assets may be bound.

IV.9 ~~IV.3~~Investigation by Buyer. Buyer ~~is conducting~~has conducted its own independent review and analysis of the Purchased Assets, the Assumed Liabilities, and the Assumed Contracts~~. Buyer~~ and acknowledges that it has ~~until September 10, 2026 ("Due Diligence Expiration Date")[1] to conduct~~conducted such diligence as it deems necessary or appropriate in connection with the transactions contemplated hereby. Notwithstanding the foregoing, Buyer's investigation shall not limit, diminish or otherwise affect Seller's representations, warranties, covenants or obligations under this Agreement, any Seller Disclosure Schedule or any other document delivered in connection herewith. Buyer shall be entitled to rely upon the accuracy and completeness of the Seller's representations and warranties expressly set forth herein, and Seller shall remain liable for any breach thereof. ~~Buyer shall complete its due diligence by the Due Diligence Expiration Date.~~

IV.10 ~~IV.4~~Nothing herein shall waive or limit any rights or remedies of Buyer arising from Seller's fraud, willful misconduct, intentional misrepresentation or breach of this Agreement. Buyer is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Liabilities.

IV.11 ~~IV.5~~ Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending, against or, to the knowledge of Buyer, threatened against or affecting Buyer before any court or arbitrator or any governmental body, agency, or official, which in any manner

challenges or seeks to prevent, enjoin, alter, or materially delay any transactions contemplated by this Agreement.

IV.12 ~~IV.6~~ Certain Fees. Buyer has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement.

IV.13 ~~IV.7~~Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court and the Approvals, there is no agreement or other instrument binding upon Buyer requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

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[1] ~~NTD: Confirm Buyer is accepting that diligence is complete as of August 9.~~

IV.14 ~~IV.8~~ General Warranty. None of the representations or warranties contained herein by Buyer, nor any exhibit, schedule, statement, or certificate furnished or to be furnished by Buyer to Seller pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or

knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

## ARTICLE V
## COVENANTS OF SELLER AND BUYER

V.7 ~~V.1~~ Efforts; Further Assurances. Seller and Buyer will use commercially reasonable efforts to take any and all actions and to do all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated in this Agreement. Seller and Buyer agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to vest marketable title to the Purchased Assets in Buyer~~, free and clear of any all Liens~~.

V.8 ~~V2~~Notices. If (i) Buyer becomes aware of any material breach by Seller of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Seller, or (ii) Seller becomes aware of any material breach by Buyer of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Buyer, the Party becoming aware of such breach shall promptly notify the other Party in writing, in accordance with the notice provisions of this Agreement. Upon such notice of breach, the breaching Party shall have five (5) days to cure such breach before the exercise of any remedies in connection therewith.

V.9 ~~V3~~Pre-Closing Covenants. As material terms of this Agreement~~, each Seller covenants and agrees~~:

(a) From the Effective Date until the Closing Date, Seller will maintain the Purchased Assets in the manner consistent with its standards of maintenance prevailing immediately prior to the Effective Date and it will not commit or permit to be committed any waste or change in the condition or appearance of the Purchased Assets, or convey any other right with respect to the Purchased Assets except with the written consent and joinder of Buyer. Seller shall operate, manage and maintain the Purchased Assets in the ordinary course consistent with past ~~(a)~~ practice and shall promptly notify Buyer of any material damage, casualty, condemnation, governmental action or other event affecting the Purchased Assets. Seller will keep all current insurance policies concerning the Purchased Assets in full force and effect until Closing and shall not modify, cancel, terminate or permit any lapse in coverage without Buyer's prior written consent. Buyer and Seller, or its representative, shall have the right to walk the Tarbush Property the day before the Closing Date, unless otherwise waived by Buyer in writing, to confirm the condition of the Purchased Assets.

(b) Seller must not transfer any of the Purchased Assets, create any Lien on the Purchased Assets, grant any easements or rights-of-way, or enter into any contract, lease, license, agreement, commitment or other arrangement affecting the Purchased Assets or Buyer's intended use thereof, which is not cancelable on and as of the Closing Date without Buyer's prior written consent. Seller shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect Buyer's rights in or to the Purchased Assets, the value thereof, or the ability to consummate the transactions contemplated hereby.

(c) Seller shall operate, manage and maintain the Purchased Assets in the ordinary

course of business consistent with past practice and shall use commercially reasonable efforts to preserve intact the Purchased Assets and the goodwill associated therewith. Seller shall not take, or omit to take, any action that would reasonably be expected to materially impair the value of the Purchased Assets or Buyer's ability to consummate the transactions contemplated by this Agreement.

(d) Seller shall not amend, modify, terminate, renew, extend, waive any material rights under, or enter into any new Assumed Contract, or consent to any amendment, modification or termination of any Assumed Contract, without the prior written consent of Buyer.

(e) Seller shall use commercially reasonable efforts to preserve and maintain in full force and effect all permits, approvals, authorizations, licenses, utility allocations, interconnection rights, governmental approvals and other rights relating to the Purchased Assets, and shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect the transferability, availability or use thereof by Buyer following the Closing.

(f) Seller shall promptly notify Buyer in writing of (i) any material damage to or destruction of the Purchased Assets, (ii) any condemnation or threatened condemnation affecting the Purchased Assets, (iii) any written notice of violation, default, investigation or enforcement action relating to the Purchased Assets, (iv) any material claim, action or proceeding affecting the Purchased Assets, or (v) any event or circumstance that would reasonably be expected to result in a Material Adverse Effect or prevent or materially delay the consummation of the transactions contemplated hereby.

(g) Seller shall provide Buyer and its representatives with reasonable access, upon reasonable prior notice and during normal business hours, to the Purchased Assets, the Assumed Contracts, books and records, and such other information relating to the Purchased Assets as Buyer may reasonably request in connection with the transactions contemplated hereby.

(h) Seller shall use commercially reasonable efforts to obtain entry of the Bid Procedures Order and the Sale Approval Order and to satisfy all conditions to Closing within ~~(h)~~ Seller's control and shall not take any action that would reasonably be expected to delay, impair or prevent the consummation of the transactions contemplated hereby.

(i) Seller shall preserve all books, records, files and other documents relating to the Purchased Assets and shall not destroy, discard or materially alter any such books, records or documents prior to the Closing, except in the ordinary course of business and in accordance with applicable Law.

(j) Seller shall not settle, compromise or release any material insurance claim, condemnation award or other claim relating to the Purchased Assets without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(k) Buyer waives any title objections on the Adjacent Property related to or based upon mineral rights, including but not limited to mineral reservations, leases and other mineral rights exceptions.

V.10 ~~V.4~~Post-Closing Covenants. As material terms of this Agreement:

(a) Immediately upon the consummation of the Closing, the Parties agree to cooperate with one another and use all good faith efforts to take (or cause to be taken) all actions,

and to do (or cause to be done) all things reasonably necessary or proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, (i) providing access and title to the Purchased Assets to Buyer; and (ii) assisting Buyer with obtaining access and control over the Purchased Assets.

## ARTICLE VI
## BANKRUPTCY MATTERS; BIDDING PROCEDURES

VI.7 ~~VI.1~~ Bankruptcy Filings. Seller shall deliver or cause to be delivered to Buyer for review and comment, as soon as commercially reasonable and in any event not less than two (2) business days prior to the filing thereof, all documents to be filed on behalf of Seller with the Bankruptcy Court, including all motions, applications, petitions, schedules, and supporting papers prepared by Seller (including forms of orders and notices to interested parties) that relate to, or that may affect, the Purchased Assets or the transactions contemplated hereby. All motions, applications, petitions, schedules, and supporting papers prepared by Seller and relating to the transactions contemplated hereby or the Purchased Assets to be filed with the Bankruptcy Court on behalf of Seller must be reasonably satisfactory in form and substance to Buyer and Seller.

VI.8 ~~VI.2~~ Sale Approval Order. Seller and Buyer shall use commercially reasonable efforts to cooperate, assist and consult with each other to secure the entry of the Sale Approval Order following the date hereof, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes of, among others, providing necessary assurances of performance by Buyer under this Agreement and furnishing any testimony regarding the transactions contemplated hereby, including to support the good-faith nature of the negotiations leading to this Agreement.

## ARTICLE VII
## CLOSING CONDITIONS

VII.1 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Approval Order and, as of the Closing Date, the Sale Approval Order shall be in full force and effect and shall not have been stayed, vacated, or reversed. The Sale Approval Order shall be in form and substance reasonably acceptable to Buyer and shall, inter alia:

(i) Authorize the Seller's execution and delivery of this Agreement and approve the transactions contemplated herein;

(ii) Find that the transfer of the Purchased Assets is legal, valid, and enforceable and vests Buyer with valid title to the Purchased Assets, free and clear of all Liens (~~other than liens for ad valorem taxes accruing after the Closing Date~~except for any Permitted Liens);

(iii) Find that the Closing Purchase Price and other consideration provided by Buyer hereunder constitute fair and reasonable consideration for the Purchased Assets;

(iv) Provide that Buyer is a good faith purchaser of the Purchased Assets pursuant to Section 363(m) of the Bankruptcy Code and none of the grounds set forth in Section 363(n) exists with respect to the sale;

(v) Authorize Buyer to file, if desired in its discretion, terminations or cancellations of any recorded Liens (~~other than liens for ad valorem taxes accruing after the Closing Date~~except for Permitted Liens or to the extent required by law) against the Purchased Assets and require secured parties or lienholders, where required by applicable non-bankruptcy law or requested by Buyer, to execute documents of release, cancellation or satisfaction prepared by Buyer, to be filed by Buyer to clear any Liens of record (other than ~~liens for ad valorem taxes accruing after the Closing Date~~Permitted Liens) from the Purchased Assets;

(vi) ~~(v)~~ Approve the assumption and assignment of any Assumed Contracts and provide that upon payment of the applicable Cure Costs (or other such agreed amount) by the Buyer or Seller, as applicable, such counterparty shall not have any remaining claim against Seller, its Estate or creditors, or Buyer related to any pre-Closing default under any such Assumed Contract;

(vii) ~~(vi)~~ Find that Buyer has not assumed, and has no responsibility or liability for any of Seller's liabilities of any description whatsoever, including any liability of Seller with respect to any Taxes or any pre-Closing liabilities ~~not included in~~(other than Cure Costs~~,~~ for the Assumed Contracts~~,~~ or ~~otherwise an~~other Assumed Liability), whether known or unknown as of the Closing, whether fixed or contingent, or whether existing at the time of or arising after the Closing, including successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, alter ego, successor or transferee liability, de facto merger, mere or substantial continuation; and

(viii) ~~(vii)~~ Waive any stay that would otherwise be applicable pursuant to Rules 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure.

(b) No injunction, stay, or similar order or decree issued by any court, tribunal or governmental entity, shall be in effect that restrains, enjoins, stays, or prohibits the consummation of the transactions contemplated by this Agreement.

VII.2 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Buyer) of the following conditions:

(a) Seller shall have performed in all material respects all its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Seller contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date, but not thereafter.

(c) Closing of the purchase and sale agreement (the "Adjacent Property PSA"), on terms and conditions reasonably acceptable to Buyer, ~~in its sole and absolute discretion,~~ for the acquisition by Buyer of the real property parcels (collectively, the "Adjacent Property") identified on the assessor tax parcel map for Reeves County by Parcel ID No. 0014468 and on the assessor tax parcel map for Pecos County by Parcel ID No. 00049-08031-00100-000000. The closing of

the Adjacent Property PSA shall have occurred, or shall occur substantially concurrently with the Closing hereunder, on terms and conditions reasonably satisfactory to Buyer ~~in its sole discretion~~.

(d) Buyer shall have received, in form and substance reasonably satisfactory to Buyer, all governmental and third-party permits, approvals, consents, authorizations and agreements necessary ("Approvals") to (i) transfer to Buyer the current and anticipated future electrical power allocation and related power rights associated with the Tarbush Property (to 176MW, with future potential increase up to 300MW)(the "Power Rights"), by the dates set forth below, without material reduction or restriction; (ii) construct, interconnect, energize, operate and maintain the substation and related electrical infrastructure necessary to utilize such electrical power on the Adjacent Property for the development and operation of ~~an AI data center~~a Data Center Property, including without limitation any facilities extension agreement with Texas-New Mexico Power Company that may be necessary for substation relocation or construction; and (iii) interconnect and receive (a) an available allocation as of the Closing Date, of 176 MW of ~~electric~~electronic load on the Adjacent Property ~~or such other real property reasonably acceptable to Buyer achieving an interim ramp milestone of 176 MW, by December 31, 2027 ("176MW Approval~~, provided that for the purposes of this subclause (a) such Approval can be satisfied through written confirmation from ERCOT and Texas-New Mexico Power following ERCOT's completion of the ongoing Batch Zero eligibility verification process unconditionally confirming that the project load limit is 176MW as of the Closing Date~~")~~, and (b) a future anticipated allocation, if any is permitted, pursuant to a final ramp milestone of up to 300 MW by December 31, 2029, without the necessity of posting any financial security to the transmission service provider for system power upgrade approvals or use~~, solely as to~~ of the 176MW upgrade. All costs, expenses and fees related to electrical connections, lines, substations, equipment, transformers, switchgear, electrical distribution systems, transmission and distribution facilities, cabling, cooling infrastructure, buildings, and other customer-side improvements and the like and all ~~AI~~Data Center infrastructure buildout, in order for Buyer to use such increased power, shall be paid by Buyer, shall not be a

~~(d)~~ liability of Seller and shall not be an offset to the Closing Purchase Price at closing. All such required Approvals shall be in full force and effect and shall not contain any condition or limitation that would materially impair Buyer's access to and use of 176MW of power at the Adjacent Property, in connection with Buyer's intended use of the Adjacent Property as an ~~AI data center~~Data Center, by the ~~176MW Approval~~Closing Date. For the avoidance of doubt, Seller makes no representation or warranty regarding any future requirements imposed by ERCOT, TNMP, or any other governmental authority or utility provider as to any future expansion of power beyond 176 MW, including, without limitation, any ~~facilities extension agreement~~Facilities Extension Agreement, relocation of the point of interconnection, transmission or distribution system upgrades, capacitor banks, substation modifications, construction costs, deposits, prepayments, security requirements, CIAC, Minimum Revenue Commitments, or any other utility-imposed fees, costs, or financial obligations associated with such potential increase of power up to 300MW.

~~(e) Buyer shall have received any of the following at or prior to closing: (a) a written surface use waiver and/or agreement from each holder of mineral rights, leasehold rights, or other mineral grants or interests affecting the Adjacent Property of record ("Mineral Rights"), in form and substance satisfactory to Buyer to permit its intended use of the Adjacent Property as~~

~~an AI data center and acceptable for recordation in the county deed records; or (b) a conveyance in fee, an assignment of, or a lease interest in, the Mineral Rights in form and substance satisfactory to~~

~~Buyer to permit its intended use of the Adjacent Property as an AI data center and acceptable for recordation in the county deed records; or (c) satisfactory proof that such Mineral Rights have been removed, released, terminated from or otherwise amended, subordinated or resolved as to and upon the record of title for the Adjacent Property, to the satisfaction of Buyer to permit its intended use of the Adjacent Property as an AI data center, at Closing; or the parties shall have agreed upon such other resolution of a title issue on the Adjacent Property. Seller shall use commercially reasonable efforts to assist Buyer in identifying the applicable Mineral Right's holders and obtaining the requisite documentation or agreements prior to Closing. All costs and other consideration of obtaining the signed title documents, consents and agreements referenced in this subparagraph, shall be borne by the Buyer.~~

(e) ~~(f)~~ Since the Effective Date, no event, change, circumstance or condition shall have occurred that has had, or would reasonably be expected to have, a Material Adverse Effect~~, including with respect to~~ on the Purchased Assets, the utility rights associated therewith, or Buyer's intended use of the Adjacent Property to develop~~,~~ or operate ~~or~~ as an ~~AI data center~~Data Center, including any material casualty, condemnation, loss of utility capacity, material governmental action or material termination of any Assumed Contract.

(f) ~~(g)~~ All necessary governmental approvals, permits, authorizations, consents and filings required for the consummation of the transactions contemplated by this Agreement shall have been obtained or made and shall be in full force and effect.

(g) ~~(h)~~ All material third-party consents required for the consummation of the transactions contemplated by this Agreement (other than those to be obtained through the Bankruptcy Court process) shall have been obtained and shall be in full force and effect.

VII.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) ~~(a)~~ Buyer shall have performed in all material respects all its obligations hereunder required to be performed by it at, or before, the Closing Date;~~ and~~

(b) Buyer shall have delivered the required documents, signed and acknowledged in accordance with this Agreement to close.

The representations and warranties of Buyer contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

## ARTICLE VIII

## TERMINATION

VIII.1 Grounds for Termination. This Agreement may be terminated at any time before Closing by:

(a) mutual written agreement of Seller and Buyer;

(b) either Buyer or Seller, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing or

declaring unlawful the transactions contemplated by this Agreement, and such Order

having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section ~~VIII.1(b)~~ if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) either Buyer or Seller, if the Closing shall not have occurred on or before ~~November 30, 2026,~~the Closing Date or such later date that is provided for herein or otherwise agreed to by the parties (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section ~~VIII.1(c)~~ if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement;

(d) Buyer, if any material condition set forth in this Agreement has not been satisfied by Seller or if ~~the conditions~~any condition of Section VII.2~~(c) have~~ has not been satisfied or waived by Buyer, and such condition is incapable of being satisfied~~, unless Buyer elects to waive such satisfaction~~;

(e) Seller, if Buyer fails to consummate the Closing in accordance with this Agreement ~~solely~~ due to Buyer's default, unless Seller elects to waive such default; provided, however, that Seller shall not be entitled to terminate this Agreement or retain the Deposit unless Buyer has failed to consummate the Closing ~~solely~~ as a result of Buyer's default under this Agreement. For the avoidance of doubt, Buyer shall be entitled to the return of the Deposit if Buyer's failure to consummate the Closing is due to Seller's breach, failure to perform, failure to satisfy a condition to Closing, or any other circumstance not caused by Buyer's default under this Agreement;

~~(f) Buyer, if Buyer is not the successful bidder or the backup bidder at the Auction and Seller enters into a Competing Transaction with the successful bidder or the backup bidder;~~

(f) ~~(g)~~ Buyer, if the Bankruptcy Case is dismissed or converted to a case or cases under chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller is appointed in the Bankruptcy Case;~~ and~~

(g) ~~(h)~~ Buyer, upon the occurrence of a material casualty or condemnation affecting the Purchased Assets.

~~(i) Buyer, at any time prior to the expiration of the Due Diligence Expiration Date, if Buyer determines, in its sole and absolute discretion, that the results of its due diligence investigation of the Purchased Assets are unsatisfactory or unacceptable for any reason or no reason, including, without limitation, matters relating to the condition, title, operation, value, financial performance, environmental condition, zoning, permits, entitlements, contracts, liabilities, legal requirements or any other matter affecting the Purchased Assets or the transactions contemplated hereby. Upon any such termination, the Good Faith Deposit shall be promptly returned to Buyer, and neither party shall have any further obligations under this Agreement except for those obligations that expressly survive termination.~~

The Party desiring to terminate this Agreement under this section shall give notice of such termination to the other Party in accordance with the notice provisions herein. Notwithstanding the

foregoing, except in connection with a termination of this Agreement by Seller pursuant to

Section VIII.1(e), Buyer shall be entitled to receive the Good Faith Deposit in full, and Seller shall have no right to retain, apply or otherwise claim any portion of the Good Faith Deposit.

VIII.2 Effect of Termination.

(a) If this Agreement is terminated by Buyer in accordance with Section VIII.1(d), Buyer shall be entitled to the return of the Good Faith Deposit (with interest)~~.~~ within three (3) business days of such termination.

(b) If this Agreement is terminated by Seller in accordance with Section VIII.1(e), Buyer shall forfeit the Good Faith Deposit and the Good Faith Deposit shall become property of Seller's Estate as liquidated damages.

(c) If this Agreement is terminated in accordance with any other subsection of Section VIII.1, such termination shall be without liability of any Party to the other Party to this Agreement, and the Good Faith Deposit (with interest) ~~will~~shall be returned to Buyer within three (3) business days of such termination.

## ARTICLE IX
## ASSUMPTION OF EXECUTORY CONTRACTS OF THE SELLER

IX.1 ~~IX.1~~ Assumed Contracts. Buyer shall be solely responsible for and shall pay or cause to be paid at or prior to Closing, all Cure Costs related to the Assumed Contracts. Buyer shall have no obligation to pay any Cure Costs except to the extent expressly set forth on Exhibit "B". Seller represents and warrants that Exhibit "B" sets forth a complete and accurate list of all known Cure Costs for each Assumed Contract.

## ARTICLE X
## MISCELLANEOUS

X.1 ~~X.1Further~~Further Assurances. After the Closing Date, each Party shall execute and deliver such further documents, and perform such acts, as may be reasonably necessary to transfer and convey the Purchased Assets to Buyer on the terms contained herein, and to otherwise comply with the terms of this Agreement and to carry out the transactions provided for herein.

X.2 ~~X.2Notices~~Notices. All notices, requests, and other communications to any Party hereunder shall be in writing, via e-mail transmission, and shall be given:

If to Seller, to: Lonestar Dream Inc. and Lonestar Taproot LLC
Attn: Michael DuFrayne, CRO
(mdufrayne@dufraynellc.com)

With a copy to: Stephen M. Packman, Esq.

(spackman@archerlaw.com)

| | |
|---|---|
| If to Buyer, to | If to Buyer, to: Pecos Industrial Development, LLC<br>Attn: General Counsel<br>(legal@fluidstack.io) |
| With a copy to: | Duane Morris LLP<br>(REMontejo@duanemorris.com) |

All such notices, requests, and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request, or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

X.3 ~~X.3Bulk~~Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

X.4 ~~X.4Expenses~~Expenses. Except as otherwise provided herein, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal, accounting and other professional fees, whether or not the transactions contemplated hereby are consummated.

X.5 ~~X.5Waivers~~Waivers. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

X.6 ~~X.6Successors~~Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding anything to the contrary herein, Buyer shall have the right, in its sole and absolute discretion and without the prior consent of Seller, to assign this Agreement, and its rights and obligations hereunder, in whole or in part, to one or more affiliates of Buyer or to one or more designees (including, without limitation, any entity formed for the purpose of consummating the transactions contemplated hereby); provided, however, that such assignment shall not release Buyer from its obligations hereunder. Seller may not assign, in whole or in part, this Agreement or its rights hereunder without the prior written consent of Buyer.

X.7 ~~X.7Assumption~~Assumption of Risk. Seller agrees to assume the risk of loss or damage to the Purchased Assets occurring on or before the date on which title thereof is conveyed to Buyer. If, prior to its conveyance, any part of the Purchased Assets which constitutes Equipment has been substantially damaged, lost or destroyed, or if there has been a material condemnation affecting the Purchased Assets, Seller shall notify Buyer of such fact and Buyer may elect to either (i) accept all insurance or condemnation proceeds payable as a result of such destruction, damage or, loss or condemnation and any deductible due from Seller or, (ii) agree to a reduction of the Closing Purchase Price by the current mutually agreed value of the lost, damaged or destroyed Purchased Asset, or (iii) terminate this Agreement and receive the prompt return of the Good Faith Deposit (with interest).

X.8 ~~X.8Governing~~Governing Law. This Agreement shall be construed,

performed and enforced in accordance with, and governed by, the laws of ~~the~~ State of New York, without giving effect to the principles of conflicts of laws thereof) (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, ~~and the Bankruptcy Code, including without limitation Section 363 of~~except to the extent that such laws are superseded by the

Bankruptcy Code. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court and waive any right to a jury trial regarding the same.

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR ANY ASSIGNEE THEREOF, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE.

X.9 ~~X. 9Entire~~Entire Agreement; Amendments; Counterparts. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by in writing, executed by Seller and Buyer. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties hereto shall have received a counterpart hereof signed by the other Party hereto.

X.10 Captions; Headings; Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

X.11 Parties Bound. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, successors, and permitted assigns.

X.12 Severability. Except as otherwise provided herein, if any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part or provision of this Agreement shall not render the remainder of this Agreement invalid.

X.13 Retention of Jurisdiction. ANY AND ALL DISPUTES, DISAGREEMENTS, INTERPRETATIONS, OR OTHER MATTERS CONCERNING THE FINAL CONSUMMATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE AND REMAIN IN THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, AS

A RESULT THEREOF, ANY PLEADINGS, CAUSES OF ACTION OR OTHER REQUESTS FOR RELIEF MUST BE BROUGHT BEFORE SAID COURT BY THE PARTY SEEKING SUCH RELIEF.

X.14 Buyer agrees to the terms and conditions of the first amended asset purchase agreement annexed hereto as Exhibit "H."

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

**SELLER:**

**Lonestar Dream Inc.**

(Add)
By: _____
Name: Kevin Pan
Title: CEO

**SELLER:**

**Lonestar Taproot LLC**

(Add)
By: _____
Name: Kevin Pan, CEO
Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

**BUYER: PECOS INDUSTRIAL DEVELOPMENT LLC**

Signed by:
By: Malachi Price
00F358317D67452...

Name: Malachi Price
Title: ~~Chief Business Officer~~
Authorized Signatory

(Add) by: Malachi Price
00F358317D67452...

~~September 8, 2026~~

**ANNEX I**
**CERTAIN**
**DEFINITIONS**

"Alternative Transaction" means an approved sale to a higher bidder other than the Stalking Horse Bidder subject to the terms and conditions of the Agreement and Court.

(Ad

"Auction" means an auction to be held by the Seller in the event higher and better bids are submitted in accordance with the Bidding Procedures.

"Bidding Procedures" means the procedures governing the proposed marketing of, auction of, and bidding for the Purchased Assets pursuant, and attached, to the Bidding Procedures Order.

"Bidding Procedures ~~Order" means the Order of the Bankruptcy Court approving~~/Sale Motion" means the motion seeking entry of (i) the Bidding Procedures Order and (ii) Sale Approval Order, which shall be in form and substance reasonably satisfactory to Buyer.

"Bidding Procedures Order" means an Order of the Bankruptcy Court approving the Bidding Procedures, which shall include approval of the Breakup Fee and Expense Reimbursement., and which shall be in form and substance acceptable to Buyer in its reasonable discretion and shall include, at a minimum, customary bid protections, including: (i) a minimum initial overbid in an amount equal to the sum of the Breakup Fee, Expense Reimbursement and an initial overbid increment to be agreed by the parties; (ii) minimum subsequent overbid increments to be agreed by the parties; (iii) requirements that any competing bidder qualify as a "Qualified Bidder" (including delivery of a binding mark-up of the APA with no fewer terms or conditions, proof of financial wherewithal to close, and a non-refundable deposit at least equal to the Good Faith Deposit); (iv) restrictions on credit bidding by any party with disputed liens; (v) payment of the Breakup Fee and Expense Reimbursement on the closing of any alternative transaction with a competing bidder; and (vi) such other customary stalking horse protections as Buyer may reasonably require.

"Business Day" means any day that is not a Saturday, Sunday, or a day on which banking institutions in New York, New York are not required to be open.

"Claim" means any claim, demand, assessment, judgment, order, decree, action, cause of action, litigation, suit, investigation, or other Proceeding.

"Competing Transaction" shall mean a transaction with a bidder who has offered Seller a higher and better purchase price for the Purchased Assets to that offered by Seller, which higher and better bid is approved by order of the Bankruptcy Court.

"Cure Costs" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by Debtor and assignment to Buyer of the Assumed Contracts.

"Debtor" means Lonestar Dream, Inc. and Lonestar Taproot LLC.

"Estate" shall mean the Seller's bankruptcy estate consisting of all assets, rights and interests of the Debtor on the Petition Date in the Bankruptcy Case.

"Final Order" means an order or judgment, the operation or effect of which is not stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

"Governmental Entity" means any federal, state, local or foreign political subdivision, court, administrative agency, board, bureau, commission, or department or other governmental authority or instrumentality.

"Law" means any law, statute, treaty, rule, directive, or regulation or Order of any Governmental Entity.

"Liability" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, regardless of when asserted.

"Material Adverse Effect" means any event, change, circumstance, occurrence, effect, development or state of facts that, individually or in the aggregate, (a) has had, or would reasonably be expected to have, a material adverse effect on the Purchased Assets or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of Seller to consummate the transactions contemplated by this Agreement; *provided*, *however*, that none of the following, alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect: (i) changes in general economic, regulatory or political conditions or the financial, credit or securities markets in general (including changes in interest rates or exchange rates); (ii) changes generally affecting the industry in which the Business operates; (iii) changes in Law or GAAP (or authoritative interpretations thereof); (iv) any natural disaster, act of God, epidemic, pandemic or disease outbreak; (v) any act of terrorism, sabotage, cyberattack, military action or war; or (vi) the announcement or pendency of the transactions contemplated by this Agreement or the Bankruptcy Case; *provided*, *further*, that any event, change, circumstance, occurrence, effect, development or state of facts referred to in clauses (i) through (v) may be taken into account in determining whether a Material Adverse Effect has occurred to the extent such event, change, circumstance, occurrence, effect, development or state of facts has a disproportionate adverse effect on the Purchased Assets.

"Orders" means judgments, writs, decrees, compliance agreements, injunctions, rules, awards, settlement agreements, or orders of any Governmental Entity or arbitrator.

"Permits" means all permits, licenses, authorizations, registrations, franchises, approvals, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Entities.

"Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination, or investigation commenced, brought, conducted, or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

"Person" shall be construed broadly and shall include an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or another entity including a Governmental Entity (or any department, agency, or political subdivision thereof).

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits,

environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Sale Approval Order" means ~~a final non-appealable~~an order of the Bankruptcy Court ~~acceptable~~ in form and substance acceptable to Buyer ~~that~~, *inter alia*, (a) ~~approves~~approving (i) this Agreement and the execution, delivery, and performance by ~~the Sellers~~Debtor of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale ~~and conveyance~~ of the Purchased Assets ~~by Sellers~~ to Buyer free and clear of ~~any and~~ all Liens ~~to the maximum extent under Section 363(f) of the Bankruptcy Code~~; (iii) the assumption and assignment to Buyer of the Assumed Contracts on the terms set forth herein; and (b) determining that Buyer is a good faith purchaser ~~pursuant to Section 363 of the Bankruptcy Code~~.

**EXHIBIT D-2**

# ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** ("Agreement"), dated as of September 22, 2026 (the "Effective Date"), is made by and between LONESTAR DREAM INC., a Delaware corporation (the "Seller 1") and LONESTAR TAPROOT LLC, a Delaware Limited Liability Company (the "Seller 2" together with Seller 1, each a "Seller" and collectively, the "Sellers"), and Digipower X Inc., for itself and any designees (collectively, the "Buyer" and, together with Seller, collectively, the "Parties" and, individually, a "Party"). Capitalized terms used in this Agreement are as defined herein.

## RECITALS

**WHEREAS**, Seller was engaged in the business of, *inter alia*, crypto mining and hosting operations (the "Business") at the Pyote Property set forth below through July 10, 2026.

**WHEREAS**, Seller is the owner of that certain real property located at 3072 FM 1927, Pyote, TX 79777 in Ward County, Texas, (known as the "Pyote Property").

**WHEREAS**, Seller is the owner of certain personal property, equipment and other assets located at the Pyote Property and set forth on the **Exhibit "A"** attached hereto (together with the Pyote Property, the "Purchased Assets").

**WHEREAS**, on July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case (the "Bankruptcy Case") under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court").

**WHEREAS**, Buyer is the back-up bidder to Mesquite Falcon LLC ("Winning Bidder") on the Purchased Assets herein.

**WHEREAS,** the execution and delivery of this Agreement and Seller's ability to consummate the transactions set forth in this Agreement, are subject to entry of the Sale Approval Order.

**NOW THEREFORE,** in consideration of the mutual covenants, representations, warranties, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

## ARTICLE I
## SALE OF ASSETS AND REAL PROPERTY

1.1 Sale of Purchased Assets.

(a) On the Closing Date and subject to the terms and conditions and exclusions contained in this Agreement (including but not limited to Section 1.3) and subject to Permitted Liens as defined herein, each Seller will sell, transfer, convey, assign, and deliver all of Seller's right, title, and interest in and to the Purchased Assets, free and clear of any and all interests, Claims, obligations, rights, encumbrances, pledges, and liens in, against or with respect to any of the Purchased Assets or each Seller having arisen, existed or accrued prior to and through the Closing Date, whether direct or indirect, absolute or contingent, choate or inchoate, known or unknown, matured or unmatured, liquidated or unliquidated, arising or imposed by agreement, understanding, law, equity, statute or otherwise and whether arising prior to, on or after the petition sate, including claims or liabilities otherwise arising under doctrines of successor liability, *de facto* merger or substantial continuity or liabilities or obligations arising under any law or orders (collectively, "Liens").

(b) The Purchased Assets include the following assets of Seller:

(i) The Pyote Property and additional assets set forth on **Exhibit "A"** hereto;

(ii) the power rights associated with the Pyote Property;

(iii) all rights under those executory contracts (the "Contracts") and personal property and commercial real property leases (the "Leases") set forth on **Exhibit "B"** attached hereto. The Contracts and Leases are herein, at times, collectively referred to as the "Assumed Contracts" and, individually, as an "Assumed Contract"; provided however, that Buyer may at any time prior to Closing remove any Assumed Contracts from **Exhibit "B"**. Upon removal, such Contracts or Leases shall no longer be an Assumed Contract;

(iv) all claims under existing insurance policies to the extent such policies may provide coverage or a defense with respect to the Purchased Assets;

(v) any and all transferable federal, state, local and foreign governmental Permits, authorizations, and approvals of Seller related to the Purchased Assets; and

(vi) copies of documents relating to the Purchased Assets.

1.2 Instruments of Conveyance and Transfer.

(a) Upon the Closing, Seller shall make available to Buyer possession of the Purchased Assets and convey to Buyer clear title to all of the Purchased Assets.

(b) At the Closing, Seller shall execute and deliver to Buyer a bill of sale and such endorsements, assignments, and other good and sufficient instruments of conveyance and

transfer as are reasonably necessary to transfer, convey, and assign good and marketable title to Buyer of the Purchased Assets, free and clear of any and all Liens except for Permitted Liens.

(c) At the Closing, Seller shall convey the Pyote Property to Buyer pursuant to a Special Warranty Deed ("Warranty Deed") in the form customarily used in similar transactions in Texas and approved and prepared by Buyer and such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer reasonably deems desirable to for Seller to transfer, convey, and assign its good and marketable title to the Pyote Property to Buyer, free and clear of any and all Liens except Permitted Liens.

1.3 Excluded Assets. The Purchased Assets shall exclude all assets and interests of the Seller set forth on **Exhibit "C"** hereto (collectively, the "Excluded Assets").

1.4 Assumed Liabilities. As of the Closing, Buyer shall assume, and pay when due, all Cure Costs due on the Assumed Contracts and any other liabilities of Seller which Buyer has expressly agreed in writing to assume as set forth on **Exhibit "D"** (collectively, the "Assumed Liabilities").

1.5 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, except for the Assumed Liabilities set forth herein, Buyer shall not assume, or become obligated in any way to pay, any of Seller's liabilities, obligations, or debts of any kind whatsoever, whether accrued, absolute, contingent, or otherwise, whether known or unknown, whether due or to become due, and regardless of when or by whom asserted, including, without limitation, to the following (collectively, the "Excluded Liabilities"):

(a) any of Seller's liabilities under this Agreement, and any other agreements (written or oral) entered into by Seller other than the Assumed Contracts;

(b) any liabilities from the Seller's business ("Business") that took place prior to the Closing;

(c) any note payable in favor of, or any other amount owed to, any of Seller's lenders or creditors;

(d) any liability of Seller with respect to any Taxes;

(e) any of Seller's liabilities (i) arising by reason of any violation or alleged violation of any federal, state, or foreign law, or any requirement of any Governmental Entity, (ii) arising by reason of any breach or alleged breach by Seller of any contract, agreement, license, commitment, instrument, judgment, order, or decree, or (iii) arising under any environmental, health, and safety laws, regulations, and/or requirements;

(f) any liability of Seller arising out of the injury to or death of any individual, or damage to or destruction of any property, whether based on negligence, breach of warranty, strict liability, enterprise liability, or any other legal or equitable theory, and arising from or related to products (or parts or components thereof) distributed or otherwise disposed of or for services

performed by Seller, to the extent any of such Liabilities result from or arise out of events, facts, or circumstances occurring or existing on or prior to the Closing, notwithstanding that the date on which any Proceeding or Claim therefor is commenced or made after the Closing;

(g) any of Seller's liabilities, including legal fees and expenses, for vacation pay, sick pay, holiday pay, salary, bonuses, severance pay, workers' compensation, benefits, fringe benefits or other payments or liabilities of any kind to any current or former employee of, or any party who was hired or engaged by, Seller, or under any employee benefit or employee benefit plan, resulting from Seller's conduct before the Closing Date;

(h) any of Seller's liability for any expenses or fees related to the negotiation, preparation, approval, or execution of this Agreement or its transactions (including attorneys', accountants', and brokerage fees incurred by or charged to Seller);

(i) any of Seller's liabilities arising from conduct before the Closing, or the actions of its officers, directors, shareholders, employees, consultants, contractors, agents, or advisors; and

(j) any of Seller's other liabilities other than the Assumed Liabilities.

Seller acknowledges that it retains the Excluded Liabilities.

1.6 Purchase Price. The purchase price to be paid by Buyer to Seller for the Purchased Assets shall be Thirty-Six Million Five Hundred Thousand U.S. Dollars ($36,500,000) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) The Purchase Price shall be paid by Buyer to Seller at Closing (the "Closing Payment");

(b) The Good Faith Deposit from Buyer held by Archer & Greiner, P.C., as escrow agent, in the amount of $792,500.00, shall be returned by Escrow Agent to Buyer within two business days of entry of the Sale Approval Order.

1.7 Allocation of Purchase Price. The Allocation of the Purchase Price shall be determined by the Buyer as soon as commercially practicable, but no later than one hundred and eighty (180) days after the Closing. The Parties hereby agree that they shall file all federal, state, and local Tax Returns and reports in a manner consistent with such allocation, and that neither Party will assert or maintain a position inconsistent with such allocation in any administrative or judicial proceeding, including any tax audit or tax proceeding.

1.8 Transfer Taxes. The Party that is required by applicable Law to pay any and all bulk sale, stamp, documentary, filing, recording, registration, sales, use, transfer, added-value or other non-income Tax, fee, or governmental charge imposed under applicable Law in connection with the transactions contemplated hereby (the "Transfer Taxes") shall be responsible for paying that Party's Transfer Taxes. The Party that is required by applicable Law to file any Tax Returns in connection with Transfer Taxes described in the immediately preceding sentence shall

prepare and timely file such Tax Returns. Seller shall timely provide Buyer with all information and documentation reasonably requested by Buyer in connection with such Tax Returns and shall execute any documents reasonably requested by Buyer in connection therewith. Buyer shall be entitled to receive such Tax Returns and other documentation reasonably in advance of filing by the Seller, but not less than ten (10) Business Days prior to the due date of such Tax Returns, and such Tax Returns and other documentation shall be subject to Buyer's approval, which shall not be unreasonably withheld, delayed, or conditioned. Buyer and Seller shall cooperate in making, in a timely manner, all Tax Returns, filings, reports, forms and other documentation as are necessary or appropriate to comply with all applicable Laws in connection with the payment of Transfer Taxes and shall cooperate in good faith to minimize, to the fullest extent possible under such Laws, the amount of any such Transfer Taxes. Seller shall take all actions reasonably requested by Buyer to obtain any available exemption, reduction or refund of any Transfer Taxes.

1.9 Proration. All monthly payments (the "Prorated Charges") for the month in which the Closing occurs (including utility charges) shall be apportioned and prorated between Seller and Buyer as of the Closing Date with (i) Buyer bearing the expense of Buyer's proportionate share of such Prorated Charges that shall be equal to the product obtained by multiplying (A) a fraction, the numerator being the amount of the Prorated Charges and the denominator being the total number of days in the month in which the Closing occurs, times (B) the number of days following the day that immediately precedes the Closing Date and paying such amount to Seller to the extent payment for such Prorated Charges has been made by Seller prior to the Closing, and (ii) Seller bearing the remaining portion of such Prorated Charges (and paying the amounts thereof to Buyer to the extent payment for such Prorated Charges has not been previously made by Seller). Seller shall be responsible for any and all taxes and assessments, including any interest, penalties or fees, incurred prior to the Closing and any transfer taxes associated with the transfer of the Real Property to Buyer. Buyer shall be responsible for all taxes and assessments accruing after the Closing. The Closing statement to be prepared by Buyer's title company (the "Title Company") shall reflect such proration based on the most recent and available tax rate and valuation. Any other costs or expenses, if any, shall be allocated between and charged to Buyer and Seller in accordance with the Title Company's usual practices. Seller shall be responsible for the cost of the preparation and delivery of all documents to be furnished by Seller. Buyer shall be responsible for the cost of recording the deed and the cost of purchasing a title insurance policy. The Closing fee of the Title Company will be paid by Buyer. Except as set forth herein, no amounts paid or payable under or in respect of any Purchased Asset or group of Purchased Assets shall be apportioned and prorated between Seller and Buyer.

1.10 Sales Tax. Buyer shall be responsible for and pay any and all sales tax due and payable in connection with the transactions contemplated by this Agreement.

1.11 Title Commitment/Survey.

(a) Within five (5) days after the Effective Date, Seller shall deliver to Buyer: (i) copies of all existing owner's and lender's title policies relating to the Pyote Property; (ii) all existing surveys of the Pyote Property; and (iii) all engineering, environmental, geotechnical,

wetlands, seismic, structural, zoning and other third-party reports concerning the Pyote Property in Seller's possession or control.

(b) Buyer shall obtain a title commitment for the Pyote Property (the "Title Commitment"). Except as set forth herein, Buyer may object ("Title Objection") in writing to any title matter disclosed in the Title Commitment or any amendment, update or continuation thereof through October 15, 2026 ("Title Objection Deadline"). Seller shall, on or before Closing, with respect to a Title Objection, use its reasonable best efforts to remove all liens, claims, encumbrances, title defects and other title exceptions affecting the Pyote Property, excluding Permitted Liens such as mineral rights, rights of way and easements granted to public utilities and for gas or electric, including any disclosed in any update to the Title Commitment. Except for Permitted Liens and those Title Objections expressly approved in writing by Buyer, Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing: (i) any title defects which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Pyote Property on or following the Effective Date (other than with the prior written approval of Buyer); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Pyote Property of a definite and ascertainable amount, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing (collectively, the "Mandatory Title Removal Items"). Except for Permitted Liens, Buyer shall have no obligation to accept any title exception timely raised as a Title Objection and not expressly approved by Buyer in writing. For clarity, Permitted Liens shall include mineral rights, whether of record or not, such as, but not limited to, reservations and leases, rights of way and easements granted to public utilities, including but not limited to, for gas or electric.

(c) If Seller is unable or unwilling to convey title to the Pyote Property in accordance with this Agreement on or before Closing, Buyer may, at its sole option: (i) terminate this Agreement and receive the immediate return of the Good Faith Deposit, whereupon neither party shall have any further obligations hereunder except those that expressly survive termination; or (ii) waive such objection and proceed to Closing without waiving any other rights or remedies available under this Agreement or applicable law.

(d) Seller may satisfy and discharge monetary liens from the proceeds of Closing, provided that the Title Company issues the Title Policy without exception for such liens or other title defects subject to a Title Objection.

(e) Seller shall execute and deliver all affidavits, releases, payoff letters, curative documents and other instruments reasonably required by Buyer or the Title Company to permit issuance of an owner's title insurance policy (the "Title Policy") insuring fee simple title to the Pyote Property, effective as of Closing, free and clear of all liens, claims, encumbrances and title exceptions raised by Buyer as Title Objections, other than Permitted Liens and those expressly approved herein and otherwise in writing by Buyer.

(f) If requested by Buyer, and pursuant to a Title Objection, Seller shall use commercially reasonable efforts to obtain and deliver any estoppel certificates, lien waivers, subordinations, non-disturbance agreements or other documentation relating to the Pyote Property reasonably required by Buyer or the Title Company.

(g) Notwithstanding anything herein to the contrary, Seller shall convey the Pyote Property pursuant to the Sale Approval Order free and clear of all liens, claims, interests, encumbrances and title exceptions to the fullest extent authorized under the Bankruptcy Code, except Permitted Liens or as otherwise expressly approved in writing herein or otherwise by Buyer, with all such liens, claims and interests attaching solely to the proceeds of sale to the extent provided in the Sale Approval Order.

## ARTICLE II
## CLOSING

2.10 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place on the date which is up to 60 days after the date Seller provides Buyer with written notice that the Winning Bidder has failed to close and Buyer is entitled to close on the sale of the Purchased Assets with Seller, which notice from Seller shall be delivered to Buyer by no later than March 31, 2027 ("Closing Date").

2.11 Deliveries to be Made by Seller at Closing. At the Closing, Seller shall deliver the following to Buyer free and clear of Liens, all of which shall be properly authorized and executed by Seller and acceptable to Buyer in its sole and absolute discretion:

(a) possession of the Purchased Assets;

(b) a bill of sale and/or such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer may deem desirable in a form reasonably satisfactory to Buyer, conveying title from Seller to Buyer to the Purchased Assets, free and clear of any and all Liens;

(c) the Assignment and Assumption Agreement;

(d) such affidavits, certifications and other documentation evidencing the authority of the person executing the subject documents on behalf of Seller in a form acceptable to Buyer;

(e) An Owner's title affidavit (the "Title Affidavit"), affidavit of Seller's Residence ("Seller's Residence Affidavit"), Broker's affidavit ("Broker's Affidavit"), Broker's lien waiver ("Broker's Lien Waiver"), 1099-S certification ("1099-S Certification") and, if applicable, an Affidavit of Exemption from Withholding ("Exemption Affidavit") in the forms annexed hereto as **Exhibit "G-1"** and, if Seller has retained a person or entity (other than an employee of Seller) to manage the Pyote Property or any portion thereof and does not include in the Title Affidavit such certifications as the Title Company shall reasonably require to omit from the Purchaser's title policy

exceptions for possible liens of the property manager, and, if applicable, a Property Manager Lien Waiver (the "Property Manager Lien Waiver") duly executed by Seller and the property manager in the form annexed hereto as **Exhibit "G-2"**.

(f) Such other documents, instruments or agreements as may be reasonably requested by Buyer or the Title Company to consummate the Closing of the Pyote Property in accordance with the terms of this Agreement;

(g) if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than any liens for *ad valorem* taxes falling due after Closing or any additional exceptions approved herein or otherwise by Buyer in writing or otherwise required by law or permitted under this Agreement (collectively, "Permitted Liens")) affecting the Purchased Assets to the maximum extent permitted by Section 363 of the Bankruptcy Code, such releases and termination statements with respect to all Liens (other than Permitted Liens) on the Purchased Assets as may be necessary and required by Buyer; provided, however, nothing herein shall obligate Buyer to proceed to Closing if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than Permitted Liens) to the maximum extent permitted by Section 363 of the Bankruptcy Code;

(h) such other documents of assignment and transfer as may be reasonably required to vest all right, title, and interest of Seller in and to the Purchased Assets in Buyer;

(i) an assignment and assumption agreement relating to the Assumed Contracts in a form reasonably satisfactory to Buyer (the "Assignment and Assumption Agreement") duly executed by Seller;

(j) resolution of the board of directors of Seller authorizing the execution and delivery of this Agreement and all documents contemplated hereby and consummation of the transaction contemplated herein;

(k) A certificate (the "Seller's Representation Update Certificate") stating that all of Seller's representations and warranties set forth in this Agreement remain true and correct in all respects at and as of Closing, except as otherwise set forth in such certificate and in the form annexed hereto as **Exhibit "H"**, subject to modifications to reflect facts and circumstances existing as of the Closing Date for reasons other than Seller's breach of this Agreement

(l) an executed certificate of Seller to the effect that, as of the Closing Date, all representations and warranties of Seller contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Seller contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date;

(m) an information reporting form for purposes of preparing an IRS Form 1099-S; and

(n) such other documents as shall be reasonably requested by Buyer or its counsel in connection with the transactions contemplated by this Agreement.

2.12 Deliveries to be Made by Buyer at the Closing. At the Closing, Buyer shall deliver the following to Seller:

(a) the Closing Payment;

(b) the Assignment and Assumption Agreement;

(c) resolutions of the Buyer authorizing the execution and delivery of this Agreement and of all documents contemplated hereby and consummation of the transaction contemplated herein;

(d) an executed certificate of Buyer to the effect that, as of the Closing Date, all representations and warranties of Buyer contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Buyer contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date; and

(e) such other documents as shall be reasonably requested by Seller or its counsel in connection with the transactions contemplated by this Agreement. and closing of the sale transactions herein.

## ARTICLE III
## REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, each Seller jointly and severally hereby represents and warrants to the Buyer as of the Effective Date and as of the Closing Date, as if such representations and warranties had been made at the Closing Date, as follows:

3.1 Organization and Authority. Seller 1 is a corporation and Seller 2 is a limited liability company, and each Seller is duly organized, validly existing, and in good standing under the laws of the State of Delaware. This Agreement and Seller's execution thereof has been duly authorized by all necessary corporate action. Seller has obtained and currently maintains all qualifications to do business as a foreign entity in all other jurisdictions in which the character of Seller's properties or the nature of Seller's activities require it to be so qualified. Subject to entry of the Sale Approval Order by the Bankruptcy Court, Seller has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Seller that is enforceable in accordance with its terms.

3.2 Governmental Authorization. The execution, delivery, and performance by Seller of this Agreement requires no action by, or filing with, any governmental body, agency, or official, other than approvals of authorization by the Bankruptcy Court and Approvals as set forth in

Section 7.2(d), and all such approvals, authorizations, consents, notices and filings necessary for Seller to consummate the transactions contemplated hereby shall have been duly obtained, made or given prior to the Closing and shall be in full force and effect. No other consent, approval, authorization, order, permit or filing is required that would prevent, delay or impair Seller's ability to consummate the transactions contemplated hereby or Buyer's ownership or use of the Purchased Assets following the Closing.

3.3 No Conflict. Subject to entry of the Sale Approval Order, the execution, delivery and performance of this Agreement by Sellers do not and will not (a) violate each Seller's Organizational Documents, (b) violate any applicable Law or Order applicable to each Seller or the Purchased Assets, (c) result in any breach or default under any material Contract relating to the Purchased Assets, or (d) result in the creation of any Lien on the Purchased Assets other than Permitted Liens.

3.4 Litigation. Except as disclosed in the Bankruptcy Case or on **Exhibit "E"** there is no action, suit, proceeding, arbitration, investigation or governmental inquiry pending or, to Seller's Knowledge, threatened against Seller or affecting the Purchased Assets that would reasonably be expected to materially impair the Purchased Assets or prevent or delay the consummation of the transactions contemplated hereby.

3.5 Sufficiency of and Title to the Purchased Assets. Each Seller has and, pursuant to the Sale Approval Order and upon Closing, Buyer shall acquire good, valid and marketable title in and to the Purchased Assets, free and clear of all Liens, other than Permitted Liens expressly assumed by Buyer pursuant to this Agreement. Seller has good and valid title to, or a valid and enforceable right to transfer, each of the Purchased Assets. None of the Purchased Assets is subject to any restriction on transfer or other agreement that would impair Buyer's ownership, use or enjoyment thereof following the Closing. To the extent anyone asserts a fractional ownership interest in the Pyote Property, Seller shall deliver the Pyote Property to Buyer free and clear of all such Fractional Ownership Interests at Closing, unless otherwise agreed to by Buyer in writing.

3.6 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court and Approvals, there is no agreement or other instrument binding upon Sellers requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

3.7 Utilities. Seller has not received any written notice that any electrical service, power allocation, interconnection rights, utility service, water, sewer, telecommunications or other utility serving the Purchased Assets will be reduced, terminated or materially modified. To Seller's Knowledge, there exists no condition that would materially impair the transfer or continued availability of such utility rights following Closing.

3.8 Assumed Contracts. Each Seller has made available to Buyer a copy of all Assumed Contracts, together with all amendments, exhibits, attachments, waivers, or other

changes thereto and, to Seller's knowledge, such copies are true, correct and complete in all material respects and constitute all documents comprising the Assumed Contracts. Sellers have not received any written notice of any material default by any party under any Assumed Contract that remains uncured, except as disclosed to Buyer in writing. Each Seller represents that it has not taken or failed to take any action that would impair its ability to assume and assign any Assumed Contract designated for assumption and assignment pursuant to this Agreement. Sellers shall use commercially reasonable efforts to obtain entry of all orders and take all actions reasonably necessary to facilitate the assumption and assignment of the Assumed Contracts designated by Buyer. Buyer acknowledges that the Bankruptcy Court may not approve assumption and assignment of all contracts designated by the Buyer hereunder provided, however, that Buyer shall not be obligated to close if the failure to assume and assign any Assumed Contract designated by Buyer would reasonably be expected to have a Material Adverse Effect on the Purchased Assets.

3.9 Certain Fees. Other than DuFrayne LLC, Seller has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement or the transactions this Agreement contemplates.

3.10 Notices of Certain Events. Sellers shall promptly notify Buyer of:

(a) Any notice or other written communication from any third-party alleging that the consent of such third-party is or may be required in connection with the consummation of the transactions contemplated by this Agreement; and

(b) Any material written communication from any governmental or regulatory agency or authority in connection with or relating to the transactions contemplated by this Agreement. All of Seller's equipment ("Equipment") is owned by the Sellers and, when conveyed by Sellers to Buyer, will be owned by Buyer free and clear of all Liens except Permitted Liens. The Equipment constitutes all material equipment owned by Seller and used in connection with the Purchased Assets and is in substantially the same condition as of the Effective Date, ordinary wear and tear excepted. Seller has not leased, licensed or otherwise granted any third party any right to possess or use any Equipment, except as disclosed in this Agreement or the Disclosure Schedules. Upon the Closing, Buyer shall acquire good and marketable title to the Equipment, free and clear of all Liens other than Permitted Liens, together with all warranties, guarantees and similar rights, to the extent transferable.

3.11 Permits. Sellers possess all material permits, licenses, approvals and governmental authorizations necessary for the ownership and operation of the Purchased Assets as presently conducted, and such permits are in full force and effect.

3.12 Taxes. Each Seller has timely filed (or caused to be timely filed) all material Tax Returns required to be filed with respect to the Purchased Assets and has timely paid, or will timely pay, all Taxes required to be paid by each Seller with respect to the Purchased Assets for all taxable periods ending on or before the Closing Date, other than Taxes being contested in

good faith by appropriate proceedings. There are no Liens for Taxes upon any of the Purchased Assets, other than Permitted Liens arising by operation of applicable Law for Taxes not yet due and payable. Sellers have not received any written notice of any pending audit, examination or proceeding by any taxing authority relating to Taxes that would result in a Lien on, or otherwise materially adversely affect, the Purchased Assets.

3.13 Financial Information.

(a) Seller has made available to Buyer all financial statements, operating statements, utility billing records, capital expenditure information, and other financial or operating information relating to the Purchased Assets, that are in Seller's possession or control and have been requested by Buyer (collectively, the "Financial Information").

(b) To Seller's Knowledge, the Financial Information delivered or made available to Buyer has been prepared in good faith from the books and records of Seller, is true, correct and complete in all material respects, and fairly presents, in all material respects, the information purported to be reflected therein for the applicable periods. Seller has not knowingly omitted any material information necessary to make the Financial Information, taken as a whole, not misleading.

(c) Since the date of the most recent Financial Information made available to Buyer, Seller has not become aware of any material adverse change in the financial condition or operation of the Purchased Assets that has not been disclosed to Buyer in writing. Seller has made available to Buyer true, correct and complete copies, in all material respects, of all books, records, utility information, correspondence, reports, contracts and other documents in Seller's possession or control relating to the Purchased Assets that have been requested by Buyer. To Seller's knowledge, such books and records accurately reflect the information they purport to contain in all material respects, and Seller has not knowingly withheld any material information relating to the Purchased Assets requested by Buyer.

3.14 Environmental Matters. Except as set forth on **Exhibit "F"**, to Seller's Knowledge: (a) Each Seller is, and during Seller's ownership of the Purchased Assets has been, in material compliance with all applicable Environmental Laws with respect to the Purchased Assets; (b) Seller has not received any written notice, demand, claim, request for information or other written communication from any governmental authority or third party alleging any material violation of, or material liability under, any Environmental Law with respect to the Purchased Assets that remains unresolved; (c) there has been no release, discharge, disposal or threatened release of any Hazardous Substance at, on, under or from the Purchased Assets in violation of applicable Environmental Laws that would reasonably be expected to result in material liability relating to the Purchased Assets; (d) Seller has not received any written notice of the presence of any underground storage tanks, asbestos-containing materials, polychlorinated biphenyls or other regulated Hazardous Substances at the Purchased Assets, except as disclosed on **Exhibit "F"**; (e) Seller has obtained and is in material compliance with all material permits, licenses and other governmental authorizations required under applicable Environmental Laws with respect to the ownership and operation of the Purchased Assets; and (f) there is no pending or, to Seller's

knowledge, threatened investigation, action or proceeding under any Environmental Law relating to the Purchased Assets that would reasonably be expected to result in material liability or materially impair Buyer's ownership, development or use of the Purchased Assets following the Closing. For purposes of this Agreement, "Environmental Laws" means all applicable federal, state and local Laws relating to pollution, the protection of human health or the environment, or the manufacture, generation, use, handling, storage, treatment, transportation, release or disposal of Hazardous Substances, each as amended from time to time. "Hazardous Substances" means any substance, material or waste that is regulated under any Environmental Law, excluding quantities of substances customarily used, stored or maintained in compliance with applicable Environmental Laws.

3.15 General Warranty. None of the representations or warranties contained herein by Seller, nor any exhibit, schedule, statement, or certificate furnished to or to be furnished by Seller to Buyer pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

3.16 Real Property.

(a) Except for certain fractional ownership rights which may be asserted, Seller is the sole owner of the Pyote Property and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this Agreement; Seller agrees to deliver the Pyote Property to Buyer free and clear of all fractional ownership rights at Closing unless otherwise agreed to by Buyer in writing. ;

(b) Seller is not a “foreign person”, as that term is defined for purposes of the FIRPTA;

(c) Seller has been known by no other name for the past ten years, except Lonestar Dream Inc. and Lonestar Taproot LLC;

(d) The Pyote Property is not serviced by municipal sewer and water systems. The water and electrical and other mechanical and utility systems serving the Pyote Property is, to the best of Seller’s reasonable knowledge, in sound operating condition;

(e) There are no assessments, charges, paybacks, or obligations for improvements or services affecting the Pyote Property;

(f) There are no persons employed at the Pyote Property in connection with the ownership, use, operation, maintenance, repair and/or replacement of the Pyote Property who will be binding upon Buyer after the Closing;

(g) There are no collective bargaining agreements, management agreements or other employee agreements affecting the Property or which would bind Buyer after the Closing;

(h) Seller has not received any written notice of any lawsuits, tax appeals, condemnation proceedings, or environmental investigations pending or, to Seller's best knowledge, affecting the Pyote Property.

(i) Other than for the leases identified as potential Assumed Contracts, there are no leases, licenses or other occupancy and/or use agreements, written or oral, affecting the Pyote Property or any portion thereof to which Seller is a party or by which Seller or any future owner of the Pyote Property through Seller is or will be bound, and Seller has delivered a true, correct and complete copy of the Leases to Buyer prior to Buyer's execution and delivery of this Agreement.

(j) There are no contracts or agreements affecting the Pyote Property which will survive Closing and be binding upon Buyer except the Assumed Contracts and in the Title Commitment;

(k) Excluding the right of bidders to bid at bankruptcy auction on the Pyote Property and Purchased Assets, no person, firm or entity, except for the Buyer, has any rights in, or rights to purchase or acquire all, or any part of the Pyote Property, including, without limitation, a right of first refusal or option to purchase with respect thereto.

(l) Seller has not received any written notice from any governmental authority or other person claiming or alleging that the Pyote Property or any portion thereof, or any properties in the vicinity of the Pyote Property, is contaminated by hazardous materials or substances in violation of any federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. §§ 6901 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Occupational Safety and Health Act, as amended (29 U.S.C. §§ 651 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.), as amended, and any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

(m) There are no current or pending litigation(s), lawsuits, actions, investigations, grievances, complaints, charges, or proceedings against Seller, or with respect to the Pyote Property, either filed individually, jointly or by class, in a federal, state or municipal court, of any jurisdiction whatsoever, or before any administrative agency or arbitral tribunal, involving any federal, state or municipal labor, employment or benefits law (as those terms are most broadly defined); including, but not limited to, the National Labor Relations Act, 29 U.S.C. §§151, et seq.,

the Fair Labor Standards Act, 29 U.S.C. §§201, et seq., ERISA, Section 1981 through 1988 of Title 42 of the United States Code, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000(e), et seq., the Americans With Disabilities Act of 1990, 42 U.S.C. §§12101, et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. §§2601, et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, et seq., the Genetic Information Nondiscrimination Act of 2008, Uniformed Services Employment and Reemployment Rights Act, the Fair Credit Reporting Act, the Rehabilitation Act of 1973, 29 U.S.C. §§701, et seq., the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§1161, et seq., the Occupational Safety and Health Act, 29 U.S.C. §§651, et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, et seq., the federal and state Worker Adjustment and Retraining Notification Acts (collectively, the "**WARN Acts**") any State of Texas labor, employment, discrimination law, sexual harassment, or wage and hour law, or any other federal, state or local human rights, civil rights, wage-hour, wage-payment, pension, labor or employment-related laws, or their respective implementing laws, rules and/or regulation(s), or with respect to an alleged breach or violation of any collective bargaining agreement, union agreement, labor agreement, benefits agreement, or employment contract of any kind (as those terms are most broadly defined), or which arise under the common law or in equity (including claims for wrongful discharge or otherwise) (collectively, "**Labor and Employment Laws**").

3.17 Seller represents and warrants that: (i) it is not an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the "Code"), which is subject to Section 4975 of the Code; and (ii) the assets of Seller do not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Code; and (iii)(a) Seller is not a "governmental plan" within the meaning of Section 3(32) of ERISA, and the assets of Seller do not constitute plan assets of one or more such plans; or (b) transactions by or with Seller are not in violation of state statutes applicable to Seller regulating investments of and fiduciary obligations with respect to governmental plans.

3.18 Neither Seller, nor any ERISA Affiliates (as hereinafter defined) has, within the last six (6) years, made a "partial withdrawal" or a "complete withdrawal" (within the meaning of Sections 4205 and 4203 of ERISA) from any "multiemployer plan," nor incurred any liability on account of a "partial withdrawal" or a "complete withdrawal" from any "multiemployer plan", no such liability has been asserted through a "Notice of Assessment" or any similar correspondence, and there are no events or circumstances which could result in any such partial or complete withdrawal, neither Seller, the Property Manager nor any ERISA Affiliate has incurred or could be subjected to any liability under Title IV or Section 302 of ERISA that could reasonably be expected to result in liability to the Buyer ("ERISA Affiliate" means, at any time, each trade or business (whether or not incorporated) that would, at the time, be treated together with either Seller or the Property Manager as a single employer under Title IV or Section 302 of ERISA or Sections 414(b) or 414(c) of the Code

3.19 Seller covenants and warrants that all of the representations and warranties set forth in this Agreement shall be true and correct at Closing, but not thereafter. The

representations and warranties of the Sellers pursuant to this Agreement are given solely as of the Closing Date and do not survive the Closing except where expressly stated otherwise.

3.20 No Other Representations or Warranties. Other than as set forth herein, the Purchased Assets are being sold "as is," "where is," and "with all faults," and Buyer, or any ultimate highest bidder pursuant to any Auction or order of the Bankruptcy Court, hereby acknowledges and agrees that Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets. Buyer will accept the Purchased Assets "as is" and "where is" at closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 Organization and Authority. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. Buyer has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein and have been duly authorized by all necessary action on the part of Buyer. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Buyer that is enforceable in accordance with its terms.

4.2 No Conflicts. The execution, delivery, and performance of this Agreement by Buyer will not (i) violate any provision of any existing law, statute, rule, regulation, or ordinance, or (ii) conflict with, result in a breach of, or constitute a default under (a) any certificate or articles of incorporation or by-laws of Buyer, (b) any order, judgment, award or decree of any court, governmental authority, bureau or agency, or (v) any mortgage, indenture, lease, contract or other agreement, or undertaking to which Buyer is a party or by which Buyer of any of its properties or assets may be bound.

4.3 Investigation by Buyer. Buyer is conducting its own independent review and analysis of the Purchased Assets, the Assumed Liabilities, and the Assumed Contracts. Buyer acknowledges that it had until September 10, 2026, at 10:00 am ("Due Diligence Expiration Date") to conduct such diligence as it deemed necessary or appropriate in connection with the transactions contemplated hereby. Notwithstanding the foregoing, Buyer's investigation shall not limit, diminish or otherwise affect Seller's representations, warranties, covenants or obligations under this Agreement, any Seller Disclosure Schedule or any other document delivered in connection herewith. Buyer shall be entitled to rely upon the accuracy and completeness of the Seller's representations and warranties expressly set forth herein, and Seller shall remain liable for any breach thereof. Buyer completed its due diligence by the Due Diligence Expiration Date. Nothing in this Section 4.3 shall limit Buyer's right to raise a Title Objection by the Title Objection Deadline.

4.4 Nothing herein shall waive or limit any rights or remedies of Buyer arising from Seller's fraud, willful misconduct, intentional misrepresentation or breach of this Agreement. Buyer is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Liabilities.

4.5 Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending, against or, to the knowledge of Buyer, threatened against or affecting Buyer before any court or arbitrator or any governmental body, agency, or official, which in any manner challenges or seeks to prevent, enjoin, alter, or materially delay any transactions contemplated by this Agreement.

4.6 Certain Fees. Buyer has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement.

4.7 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court, there is no agreement or other instrument binding upon Buyer requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

4.8 General Warranty. None of the representations or warranties contained herein by Buyer, nor any exhibit, schedule, statement, or certificate furnished or to be furnished by Buyer to Seller pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

## ARTICLE V
## COVENANTS OF SELLER AND BUYER

5.1 Efforts; Further Assurances. Seller and Buyer will use commercially reasonable efforts to take any and all actions and to do all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated in this Agreement. Seller and Buyer agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to vest marketable title to the Purchased Assets in Buyer.

5.2 Notices. If (i) Buyer becomes aware of any material breach by Seller of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Seller, or (ii) Seller becomes aware of any material breach by Buyer of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Buyer, the Party becoming aware of such breach shall promptly notify the other Party in writing, in accordance with the notice provisions of this Agreement. Upon such notice of breach, the breaching Party shall have five (5) days to cure such breach before the exercise of any remedies in connection therewith.

5.3 Pre-Closing Covenants. As material terms of this Agreement:

(a) From the Effective Date until the Closing Date, Seller will maintain the Purchased Assets in the manner consistent with its standards of maintenance prevailing immediately prior to the Effective Date and it will not commit or permit to be committed any waste or change in the condition or appearance of the Purchased Assets, or convey any other right with respect to the Purchased Assets except with the written consent and joinder of Buyer. Seller shall operate, manage and maintain the Purchased Assets in the ordinary course consistent with past practice and shall promptly notify Buyer of any material damage, casualty, condemnation, governmental action or other event affecting the Purchased Assets. Seller will keep all current insurance policies concerning the Purchased Assets in full force and effect until Closing and shall not modify, cancel, terminate or permit any lapse in coverage without Buyer's prior written consent. Buyer and Seller, or its representative, shall have the right to walk the Pyote Property the day before the Closing Date, unless otherwise waived by Buyer in writing, to confirm the condition of the Purchased Assets.

(b) Seller must not transfer any of the Purchased Assets, create any Lien on the Purchased Assets, grant any easements or rights-of-way, or enter into any contract, lease, license, agreement, commitment or other arrangement affecting the Purchased Assets or Buyer's intended use thereof, which is not cancelable on and as of the Closing Date without Buyer's prior written consent. Seller shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect Buyer's rights in or to the Purchased Assets, the value thereof, or the ability to consummate the transactions contemplated hereby.

(c) Seller shall operate, manage and maintain the Purchased Assets in the ordinary course of business consistent with past practice and shall use commercially reasonable efforts to preserve intact the Purchased Assets and the goodwill associated therewith. Seller shall not take, or omit to take, any action that would reasonably be expected to materially impair the value of the Purchased Assets or Buyer's ability to consummate the transactions contemplated by this Agreement.

(d) Seller shall not amend, modify, terminate, renew, extend, waive any material rights under, or enter into any new Assumed Contract, or consent to any amendment, modification or termination of any Assumed Contract, without the prior written consent of Buyer.

(e) Seller shall use commercially reasonable efforts to preserve and maintain in full force and effect all permits, approvals, authorizations, licenses, utility allocations, interconnection rights, governmental approvals and other rights relating to the Purchased Assets, and shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect the transferability, availability or use thereof by Buyer following the Closing.

(f) Seller shall promptly notify Buyer in writing of (i) any material damage to or destruction of the Purchased Assets, (ii) any condemnation or threatened condemnation affecting the Purchased Assets, (iii) any written notice of violation, default, investigation or enforcement action relating to the Purchased Assets, (iv) any material claim, action or proceeding affecting the Purchased Assets, or (v) any event or circumstance that would reasonably be expected

to result in a Material Adverse Effect or prevent or materially delay the consummation of the transactions contemplated hereby.

(g) Seller shall provide Buyer and its representatives with reasonable access, upon reasonable prior notice and during normal business hours, to the Purchased Assets, the Assumed Contracts, books and records, and such other information relating to the Purchased Assets as Buyer may reasonably request in connection with the transactions contemplated hereby.

(h) Seller shall use commercially reasonable efforts to obtain entry of the Bidding Procedures Order and the Sale Approval Order and to satisfy all conditions to Closing within Seller's control and shall not take any action that would reasonably be expected to delay, impair or prevent the consummation of the transactions contemplated hereby.

(i) Seller shall preserve all books, records, files and other documents relating to the Purchased Assets and shall not destroy, discard or materially alter any such books, records or documents prior to the Closing, except in the ordinary course of business and in accordance with applicable Law.

(j) Seller shall not settle, compromise or release any material insurance claim, condemnation award or other claim relating to the Purchased Assets without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(k) From the Effective Date through the Closing or earlier termination of this Agreement, Seller shall preserve the Pyote Property in substantially the same condition as exists on the Effective Date, ordinary wear and tear and casualty excepted, and shall not, without the prior written consent of Buyer, which may be granted or withheld in Buyer's sole discretion:

(i) create, incur, assume or permit any lien, claim, encumbrance, easement, covenant, restriction, license or other interest affecting the Pyote Property, transfer any development or similar rights relating to the Pyote Property, or otherwise take or omit to take any action that has a material adverse effect on the Pyote Property, including title thereto;

(ii) demolish, remove, alter or materially modify any improvements located on the Pyote Property, or remove, sell, transfer or dispose of any fixtures, equipment or personal property used in connection with the Pyote Property, except for replacements of equal or greater quality made in the ordinary course of business;

(iii) enter into, amend, extend, renew, terminate or modify any lease, license, occupancy agreement or other agreement granting any possessory rights in or to the Pyote Property;

(iv) enter into, amend, terminate or modify any contract, service agreement, management agreement or other agreement affecting the ownership,

operation, maintenance or use of the Pyote Property that is to be assumed by Buyer and will survive Closing;

(v) seek, permit or consent to any change in the zoning, land use designation, subdivision status, permits, entitlements or other governmental approvals affecting the Pyote Property, or voluntarily initiate or consent to any governmental action affecting the Pyote Property;

(vi) take any action, or fail to take any action, that would cause any representation or warranty of Seller contained in this Agreement to be inaccurate as of Closing or result in a breach of any covenant of Seller under this Agreement; or

(vii) settle, compromise, waive or release any claim, litigation, insurance claim, condemnation claim or other material right relating to the Pyote Property without Buyer's prior written consent, unless to clear title to the Pyote Property.

(viii) provide Buyer with copies of any material notices that Seller receives from any governmental authority or third party with respect to the Pyote Property;

(ix) advise Buyer promptly of any litigation or arbitration proceeding relating to the Property or that might affect Seller's ability to perform its obligations under this Agreement, or notices that allege a claim that could result in such litigation.

5.4 Post-Closing Covenants. As material terms of this Agreement:

(a) Immediately upon the consummation of the Closing, the Parties agree to cooperate with one another and use all good faith efforts to take (or cause to be taken) all actions, and to do (or cause to be done) all things reasonably necessary or proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, (i) providing access and title to the Purchased Assets to Buyer; and (ii) assisting Buyer with obtaining access and control over the Purchased Assets.

5.5 Fire or Casualty.

(a) Seller shall promptly notify Buyer in writing of any fire, flood, storm, casualty or other damage affecting the Pyote Property occurring prior to Closing.

(b) If, prior to Closing, all or any portion of the Pyote Property is damaged or destroyed by fire, flood or other casualty, Buyer may, in its sole discretion, by written notice delivered to Seller at any time prior to Closing:

(i) terminate this Agreement, in which event the Good Faith Deposit shall be immediately returned to Buyer and neither party shall have any further obligations hereunder except those expressly stated to survive termination; or

(ii) proceed to Closing, in which event Seller shall assign to Buyer, at Closing, all insurance proceeds and claims relating to such casualty, transfer any insurance proceeds previously received by Seller, credit Buyer at Closing for all applicable deductibles and uninsured losses, and assign all rights, claims and causes of action arising from such casualty.

(c) Seller shall not settle, compromise or release any insurance claim relating to the Pyote Property after the Effective Date without Buyer's prior written consent.

(d) Seller shall maintain all property and casualty insurance covering the Pyote Property in full force and effect through Closing.

5.6 Condemnation.

(a) Seller shall promptly notify Buyer in writing upon learning of any pending, threatened or completed condemnation, eminent domain proceeding or conveyance in lieu of condemnation affecting all or any portion of the Pyote Property.

(b) If, prior to Closing, all or any portion of the Pyote Property becomes subject to any condemnation, eminent domain proceeding or conveyance in lieu thereof, Buyer may, in its sole discretion, by written notice delivered to Seller prior to Closing: (i) terminate this Agreement, in which event the Good Faith Deposit shall be immediately returned to Buyer and neither party shall have any further obligations hereunder except those expressly stated to survive termination; or (ii) proceed to Closing, in which event Seller shall assign to Buyer all condemnation awards, settlement proceeds, claims, rights and causes of action relating to such condemnation or taking, whether received before or after Closing.

(c) Seller shall not settle, compromise or consent to any condemnation proceeding or conveyance in lieu thereof without Buyer's prior written consent.

(d) The provisions of this Section shall survive the Closing.

## ARTICLE VI
## BANKRUPTCY MATTERS; BIDDING PROCEDURES

6.1 Intentionally Omitted.

6.2 Sale Approval Order. Seller and Buyer shall use commercially reasonable efforts to cooperate, assist and consult with each other to secure the entry of the Sale Approval Order following the date hereof, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes of, among others, providing necessary assurances of performance by Buyer under this Agreement and furnishing any testimony regarding the transactions contemplated hereby, including to support the good-faith nature of the negotiations leading to this Agreement

## ARTICLE VII
## CLOSING CONDITIONS

7.1 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Approval Order and, as of the Closing Date, the Sale Approval Order shall be in full force and effect and shall not have been stayed, vacated, or reversed. The Sale Approval Order shall be in form and substance reasonably acceptable to Buyer and shall, *inter alia*:

(i) Authorize the Seller's execution and delivery of this Agreement and approve the transactions contemplated herein;

(ii) Find that the transfer of the Purchased Assets is legal, valid, and enforceable and vests Buyer with valid title to the Purchased Assets, free and clear of all Liens (except for any Permitted Liens);

(iii) Find that the Purchase Price and other consideration provided by Buyer hereunder constitute fair and reasonable consideration for the Purchased Assets;

(iv) Provide that Buyer is a good faith Buyer of the Purchased Assets pursuant to Section 363(m) of the Bankruptcy Code and none of the grounds set forth in Section 363(n) exists with respect to the sale;

(v) Authorize Buyer to file, if desired in its discretion, terminations or cancellations of any recorded Liens (except for Permitted Liens or to the extent required by law) against the Purchased Assets and require secured parties or lienholders, where required by applicable non-bankruptcy law or requested by Buyer, to execute documents of release, cancellation or satisfaction prepared by Buyer, to be filed by Buyer to clear any Liens of record (other than Permitted Liens) from the Purchased Assets;

(vi) Approve the assumption and assignment of any Assumed Contracts and provide that upon payment of the applicable Cure Costs (or other such agreed amount) by the Buyer or Seller, as applicable, such counterparty shall not have any remaining claim against Seller, its Estate or creditors, or Buyer related to any pre-Closing default under any such Assumed Contract;

(vii) Find that Buyer has not assumed, and has no responsibility or liability for any of Seller's liabilities of any description whatsoever, including any pre-Closing liabilities not included in Cure Costs, for the Assumed Contracts, or otherwise an Assumed Liability, whether known or unknown as of the Closing,

whether fixed or contingent, or whether existing at the time of or arising after the Closing, including successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, alter ego, successor or transferee liability, de facto merger, mere or substantial continuation; and

(viii) Waive any stay that would otherwise be applicable pursuant to Rules 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure.

(b) No injunction, stay, or similar order or decree issued by any court, tribunal or governmental entity, shall be in effect that restrains, enjoins, stays, or prohibits the consummation of the transactions contemplated by this Agreement.

7.2 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Buyer) of the following conditions:

(a) Seller shall have performed in all material respects all of its obligations hereunder required to be performed by it at, or before, the Closing Date;

(b) The representations and warranties of Seller contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date;

(c) Buyer shall have received written confirmation, in form and substance satisfactory to Buyer, in its reasonable discretion, of the electrical power supply available to the Pyote Property (i) confirming the allocated and available amount of not less than 54MW of electrical capacity; (ii) with the applicable voltage and at the approved point of interconnection for use of such power, and (iii) that such power is available without any known condition, restriction or third-party approval (including that of the retail electricity provider and QSE) which would materially impair the availability, allocation, or delivery of electrical service to the Pyote Property;

(d) Buyer shall have received, in form and substance satisfactory to Buyer, all governmental and third-party permits, approvals, consents, authorizations and agreements necessary ("Approvals") to transfer to Buyer the electrical power allocation and related power rights associated with the Pyote Property, without material reduction or restriction. All such permits, approvals, consents, authorizations, and agreements shall be in full force and effect and shall not contain any condition or limitation that would materially impair Buyer's intended use of the Approvals and associated power rights;

(e) Since the Effective Date, no event, change, circumstance or condition shall have occurred that has had, or would reasonably be expected to have, a Material Adverse Effect on the Purchased Assets, the utility rights associated therewith, or Buyer's intended use of the Pyote Property as an AI data center, including any material casualty, condemnation, loss of utility capacity, material governmental action or material termination of any Assumed Contract;

(f) All necessary governmental approvals, permits, authorizations, consents and filings required for the consummation of the transactions contemplated by this Agreement shall have been obtained or made and shall be in full force and effect;

(g) Other than for payment of the title premium, endorsement fees and other charges of the Title Company to be paid by Buyer, and Buyer's satisfaction of any other conditions of the Title Company to issuance of the Title Policy that can only be satisfied by Buyer, the Title Company is unconditionally committed to issuing an owner's policy of title insurance for the Property (the "Title Insurance") on such form and with such endorsements as shall be available in the State of Texas and acceptable to Buyer, insuring Buyer's title to the Property for the full amount of the Purchase Price and free of any liens or other encumbrances other than Permitted Liens and those accepted by Buyer in accordance with the terms of the Agreement; and

(h) All material third-party consents required for the consummation of the transactions contemplated by this Agreement (other than those to be obtained through the Bankruptcy Court process) shall have been obtained and shall be in full force and effect.

7.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) Buyer shall have performed in all material respects all of its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Buyer contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

## ARTICLE VIII
## TERMINATION

8.1 Grounds for Termination. This Agreement may be terminated at any time before Closing by:

(a) mutual written agreement of Seller and Buyer;

(b) either Buyer or Seller, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section 8.1(b) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) either Buyer or Seller, if the Closing shall not have occurred on or before the Closing Date, or such later date that is agreed to by the parties (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the

failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement;

(d) Buyer, if any material condition set forth in this Agreement has not been satisfied by Seller or if the conditions of Section 7.2(c) and 7.2(d) have not been satisfied, and such condition is incapable of being satisfied, unless Buyer elects to waive such satisfaction;

(e) Seller, if Buyer fails to consummate the Closing in accordance with this Agreement due to Buyer's default, unless Seller elects to waive such default; provided, however, that Seller shall not be entitled to terminate this Agreement unless Buyer has failed to consummate the Closing as a result of Buyer's default under this Agreement. For the avoidance of doubt, Buyer shall be entitled to the return of the Deposit if Buyer's failure to consummate the Closing is due to Seller's breach, failure to perform, failure to satisfy a condition to Closing, or any other circumstance not caused by Buyer's default under this Agreement;

(f) Buyer, if the Bankruptcy Case is dismissed or converted to a case or cases under chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller is appointed in the Bankruptcy Case;

(g) Buyer, upon the occurrence of a material casualty or condemnation affecting the Purchased Assets.

(h) The Party desiring to terminate this Agreement under this section shall give notice of such termination to the other Party in accordance with the notice provisions herein.

8.2 Effect of Termination.

(a) If this Agreement is terminated by Seller in accordance with Section 8.1(e), Seller shall be entitled to pursue all available rights and remedies against Buyer, including but not limited to specific performance of this Agreement and after receiving a final order of a court of competent jurisdiction recover from Buyer reasonable attorney's fees and expenses in enforcing such rights and remedies.

(b) If this Agreement is terminated in accordance with any other subsection of Section 8.1, such termination shall be without liability of any Party to the other Party to this Agreement..

## ARTICLE IX
## ASSUMPTION OF EXECUTORY CONTRACTS OF THE SELLER

9.1 Assumed Contracts. Buyer shall be solely responsible for and shall pay or cause to be paid at or prior to Closing, all Cure Costs related to the Assumed Contracts. Buyer shall have no obligation to pay any Cure Costs except to the extent expressly set forth on Exhibit

B. Seller represents and warrants that Exhibit B sets forth a complete and accurate list of all known Cure Costs for each Assumed Contract.

## ARTICLE X
## MISCELLANEOUS

10.1 Further Assurances. After the Closing Date, each Party shall execute and deliver such further documents, and perform such acts, as may be reasonably necessary to transfer and convey the Purchased Assets to Buyer on the terms contained herein, and to otherwise comply with the terms of this Agreement and to carry out the transactions provided for herein.

10.2 Notices. All notices, requests, and other communications to any Party hereunder shall be in writing, via e-mail transmission, and shall be given:

| | |
|---|---|
| If to Seller, to: | Lonestar Dream Inc. and Lonestar Taproot LLC<br>Attn: Michael DuFrayne, CRO;<br>(mdufrayne@dufraynellc.com) |
| With a copy to: | Stephen M. Packman, Esq. (spackman@archerlaw.com) |
| If to Buyer, to | Digipower X Inc.<br>Attn: Alec Amar<br>(alec@digipowerx.com) |
| With a coy to: | Ilana Volkov, Esq. (Ivolkov@mcgrailbensinger.com) |

All such notices, requests, and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request, or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

10.3 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

10.4 Expenses. Except as otherwise provided herein, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal, accounting and other professional fees, whether or not the transactions contemplated hereby are consummated.

10.5 Waivers. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

10.6 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding anything to the contrary herein, Buyer shall have the right, in its sole and absolute discretion and without the prior consent of Seller, to assign this Agreement, and its rights and obligations hereunder, in whole or in part, to one or more affiliates of Buyer or to one or more designees (including, without limitation, any entity formed for the purpose of consummating the transactions contemplated hereby); provided, however, that such assignment shall not release Buyer from its obligations hereunder. Seller may not assign, in whole or in part, this Agreement or its rights hereunder without the prior written consent of Buyer.

10.7 Assumption of Risk. Seller agrees to assume the risk of loss or damage to the Purchased Assets occurring on or before the date on which title thereof is conveyed to Buyer. If, prior to its conveyance, all or any material portion of the Pyote Property is the subject of a pending or contemplated taking by eminent domain which has not been consummated or if the Pyote Property has been substantially damaged or destroyed, Seller shall notify Buyer of such fact and Buyer shall have the option to terminate this Agreement and, in the event Buyer shall elect to terminate this Agreement, the Good Faith Deposit together with all interest earned thereon shall promptly be returned to Buyer. If this Agreement is terminated and the Good Faith Deposit together with accrued interest is returned, as aforesaid, neither Party shall have any further rights or obligations hereunder. If, after receipt of Seller's notice, as aforesaid, Buyer does not exercise its option to terminate this Agreement, the Parties hereto shall remain bound hereunder and Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, all awards for the taking by eminent domain described in said notice or all insurance proceeds payable as a result of such destruction or damage and any deductible due from Seller. If, prior to its conveyance, any part of the Purchased Assets which constitutes Equipment has been substantially damaged, lost or destroyed, or if there has been a material condemnation affecting the Purchased Assets, Seller shall notify Buyer of such fact and Buyer may elect to either (i) accept all insurance or condemnation proceeds payable as a result of such destruction, damage or, loss or condemnation and any deductible due from Seller or, (ii) agree to a reduction of the Purchase Price by the current mutually agreed value of the lost, damaged or destroyed Purchased Asset, or (iii) terminate this Agreement and receive the prompt return of the Good Faith Deposit (with interest).

10.8 Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof) (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, except to the extent that such laws are superseded by the Bankruptcy Code. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court and waive any right to a jury trial regarding the same.

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR

OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR ANY ASSIGNEE THEREOF, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE.

10.9 Entire Agreement; Amendments; Counterparts. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by in writing, executed by Seller and Buyer. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties hereto shall have received a counterpart hereof signed by the other Party hereto.

10.10 Captions; Headings; Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

10.11 Parties Bound. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, successors, and permitted assigns.

10.12 Severability. Except as otherwise provided herein, if any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part or provision of this Agreement shall not render the remainder of this Agreement invalid.

10.13 Retention of Jurisdiction. ANY AND ALL DISPUTES, DISAGREEMENTS, INTERPRETATIONS, OR OTHER MATTERS CONCERNING THE FINAL CONSUMMATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE AND REMAIN IN THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, AS A RESULT THEREOF, ANY PLEADINGS, CAUSES OF ACTION OR OTHER REQUESTS FOR RELIEF MUST BE BROUGHT BEFORE SAID COURT BY THE PARTY SEEKING SUCH RELIEF.

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

**SELLER:**

**Lonestar Dream Inc.**
By: _____
Name: Kevin Pan
Title: CEO

**SELLER:**

**Lonestar Taproot LLC**
By: _____
Name: Kevin Pan
Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

**BUYER:**

**Digipower X Inc.,** on behalf of itself and its designees

By: _____
DocuSigned by:
10EC485A3EAA45A...

Name: Alec Amar
Title:

**ANNEX I**
**CERTAIN DEFINITIONS**

"Auction" means an auction to be held by the Seller in the event higher and better bids are submitted in accordance with the Bidding Procedures.

"Bidding Procedures" means the procedures governing the proposed marketing of, auction of, and bidding for the Purchased Assets pursuant, and attached, to the Bidding Procedures Order.

"Bidding Procedures/Sale Motion" means the motion seeking entry of (i)the Bidding Procedures Order and (ii) the Sale Approval Order, which shall be in form and substance reasonably satisfactory to Buyer.

"Bidding Procedures Order" means that Order of the Bankruptcy Court, *inter alia*, approving the Bidding Procedures entered by the Bankruptcy Court on August 17, 2026, at Docket No. 138.

"Business Day" means any day that is not a Saturday, Sunday, or a day on which banking institutions in New York, New York are not required to be open.

"Claim" means any claim, demand, assessment, judgment, order, decree, action, cause of action, litigation, suit, investigation, or other Proceeding.

"Competing Transaction" shall mean a transaction with a bidder who has offered Seller a higher and better purchase price for the Purchased Assets to that offered by Seller, which higher and better bid is approved by order of the Bankruptcy Court.

"Cure Costs" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by Debtor and assignment to Buyer of the Assumed Contracts.

"Debtor" means Lonestar Dream, Inc. and Lonestar Taproot LLC.

"Estate" shall mean the Seller's bankruptcy estate consisting of all assets, rights and interests of the Debtor on the Petition Date in the Bankruptcy Case.

"Final Order" means an order or judgment, the operation or effect of which is not stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

"Governmental Entity" means any federal, state, local or foreign political subdivision, court, administrative agency, board, bureau, commission, or department or other governmental authority or instrumentality.

"Law" means any law, statute, treaty, rule, directive, or regulation or Order of any Governmental Entity.

"Liability" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, regardless of when asserted.

"Material Adverse Effect" means any event, change, circumstance, occurrence, effect, development or state of facts that, individually or in the aggregate, (a) has had, or would reasonably be expected to have, a material adverse effect on the Purchased Assets or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of Seller to consummate the transactions contemplated by this Agreement; *provided*, *however*, that none of the following, alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect: (i) changes in general economic, regulatory or political conditions or the financial, credit or securities markets in general (including changes in interest rates or exchange rates); (ii) changes generally affecting the industry in which the Business operates; (iii) changes in Law or GAAP (or authoritative interpretations thereof); (iv) any natural disaster, act of God, epidemic, pandemic or disease outbreak; (v) any act of terrorism, sabotage, cyberattack, military action or war; or (vi) the announcement or pendency of the transactions contemplated by this Agreement or the Bankruptcy Case; *provided*, *further*, that any event, change, circumstance, occurrence, effect, development or state of facts referred to in clauses (i) through (v) may be taken into account in determining whether a Material Adverse Effect has occurred to the extent such event, change, circumstance, occurrence, effect, development or state of facts has a disproportionate adverse effect on the Purchased Assets.

"Orders" means judgments, writs, decrees, compliance agreements, injunctions, rules, awards, settlement agreements, or orders of any Governmental Entity or arbitrator.

"Permits" means all permits, licenses, authorizations, registrations, franchises, approvals, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Entities.

"Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination, or investigation commenced, brought, conducted, or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

"Person" shall be construed broadly and shall include an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or another entity including a Governmental Entity (or any department, agency, or political subdivision thereof).

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits,

environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Sale Approval Order" means an order of the Bankruptcy Court acceptable to Buyer, *inter alia*, (a) approving (i) this Agreement and the execution, delivery, and performance by Debtor of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale of the Purchased Assets to Buyer free and clear of all Liens; (iii) the assumption and assignment to Buyer of the Assumed Contracts on the terms set forth herein; and (b) determining that Buyer is a good faith purchaser.

# EXHIBIT A
## Purchased Assets

# EXHIBIT A

## List of Assets To Be Acquired

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| L001 | Lonestar Taproot | Land | 02/25/2022 | 02/25/2022 | | Priority Power Management LLC | 22.97 Acres in Sec 75, Block 34 Ward County |
| F002 | Lonestar Taproot | Furniture & Fixtures | 08/21/2024 | 08/21/2024 | | Fucheng Huaying Integrated Housing CO. | Steel Mobile Home |
| F003 | Lonestar Taproot | Furniture & Fixtures | 08/21/2024 | 08/21/2024 | | Fucheng Huaying Integrated Housing CO. | Steel Mobile Home |
| | | | ***Intentionally left blank*** | | | | |
| V001 | Lonestar Dream | Vehicles Dream | 01/18/2022 | 01/01/2022 | | | 2018 Toyota Tacoma |
| LI001 | Lonestar Taproot | Land Improvements | 03/31/2022 | 04/01/2022 | 24880 | All State Fence Company | All State Fence 6' 11 Chain Link Fence |
| LI003 | Lonestar Taproot | Land Improvements | 07/28/2022 | 08/01/2022 | 25347 | All State Fence Company | Heavy Welded Frames & Terminal & Gate Posts with Concrete |
| LI007 | Lonestar Taproot | Land Improvements | 12/31/2021 | 04/01/2022 | 2130-001 | Charis Engineering, LLC | Charis Engineering Civil, Mechanical, and Electrical Design |
| LI010 | Lonestar Taproot | Land Improvements | 12/31/2021 | 04/01/2022 | 1133 & 1159 & Change Order | Westwood Transport, LLC. | Access Road Pads |
| LI010 | Lonestar Taproot | Land Improvements | 01/31/2022 | 04/01/2022 | 1133 & 1159 & Change Order | Westwood Transport, LLC. | Access Road Pads Change Order 1 - Pyote HWY Changes and Caliche Pit Equip |
| LI011 | Lonestar Taproot | Land Improvements | 04/06/2022 | 05/01/2022 | 1201 | Westwood Transport, LLC. | Grading, Pad & Main Entrance Final Payment 30% + Change Orders |
| LI013 | Lonestar Taproot | Land Improvements | 05/23/2022 | 06/01/2022 | Change Order 10 | Westwood Transport, LLC. | Main Entrance & Electrician Road Pad |
| LI014 | Lonestar Taproot | Land Improvements | 06/02/2022 | 07/01/2022 | 1230 | Westwood Transport, LLC. | Loads of Pea Gravel Delivery & Labor |
| BD001 | Lonestar Taproot | Land Improvements | 01/31/2022 | 04/01/2022 | 20688408 | Elite Supply Partners Inc | 5" 134W 304SS Pipes Pyote |
| BD002 | Lonestar Taproot | Buildings | 03/31/2022 | 04/01/2022 | ICJE4 | Lonestar Dream Inc. | Chao Suan Pyote Site 3D Model |
| BD004 | Lonestar Taproot | Buildings | 12/31/2021 | 01/01/2022 | TG00147 | Terracon Consultants, Inc. | Terracon Consultants, Inc. Geotechnical Pyote |
| BD005 | Lonestar Taproot | Buildings | Various | 01/01/2023 | Pyote Building 1 | JNL Steel Components, Inc/Delta Overhead Doors/West Tex Field Services, LLC | Immersion Building 1 |
| BD006 | Lonestar Taproot | Buildings | Various | 01/01/2023 | Pyote Building 2 | West Tex Field Services, LLC/JNL Steel Components, Inc/Westwood Transport, LLC. | Immersion Building 2 |
| BD007 | Lonestar Taproot | Buildings | 04/06/2022 | 05/01/2022 | Change Order 1 & 2 | West Tex Field Services, LLC | Pyote Pump House & Poly Pipes (Change Order #2) |
| TF003 | Lonestar Taproot | Transformers | 02/28/2022 | 04/01/2022 | 420382 | Alamo Transformer Supply Company Inc. | 500KVA 12470Y 208Y/120 3 Phase Padmount Serial #72112393552 Installed |
| TF004 | Lonestar Taproot | Transformers | 01/25/2022 | 04/01/2022 | INV-85345 | Maddox Industrial Transformer | MT13798-S 500 kVA Padmount Transformer HV: 24940 GY 14400 LV: 480 Y 277 Installed |
| TF031 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100095 Installed in Pyote |
| TF032 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100109 Installed in Pyote |

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|---|---|---|---|---|---|---|---|
| TF033 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100101 Installed in Pyote |
| TF034 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100102 Installed in Pyote |
| TF035 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100100 Installed in Pyote |
| TF036 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100110 Installed in Pyote |
| TF037 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100099 Installed in Pyote |
| TF038 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100096 Installed in Pyote |
| TF039 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100104 Installed in Pyote |
| TF040 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100105 Installed in Pyote |
| TF041 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100103 Installed in Pyote |
| TF042 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100112 Installed in Pyote |
| TF043 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100098 Installed in Pyote |
| TF044 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100114 Installed in Pyote |
| TF045 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100120 Installed in Pyote |
| TF046 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100134 Installed in Pyote |
| TF047 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100107 Installed in Pyote |
| TF048 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100141 Installed in Pyote |
| TF050 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100097 Installed in Pyote |
| TF051 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100123 Installed in Pyote |
| TF052 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100137 Installed in Pyote |
| TF053 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100125 Installed in Pyote |
| TF054 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100113 Installed in Pyote |
| TF055 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ00012000 04-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100106 Installed in Pyote |
| CN017 | Lonestar Taproot | Computer & Network Equipment | 03/31/2022 | 04/01/2022 | ICJE4 | Lonestar Dream Inc. | Chao Suan Cisco Network Equipment |
| CN018 | Lonestar Taproot | Computer & Network Equipment | 03/31/2022 | 04/01/2022 | ICJE4 | Lonestar Dream Inc. | Chao Suan H3C Network Equipment |
| CN020 | Lonestar Taproot | Computer & Network Equipment | 02/28/2022 | 04/01/2022 | INET00134 35 | Infrastructure Networks Inc. | Infrastructure Networks Internet Installation Pyote |
| CN021 | Lonestar | Computer & | 08/01/202 | 09/01/202 | INET00155 | Infrastructure | Installation, Hardware, |

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|---|---|---|---|---|---|---|---|
| | Taproot | Network Equipment | 2 | 2 | 87 | Networks Inc. | Fasteners, Connectors |
| CN022 | Lonestar Taproot | Computer & Network Equipment | 10/24/2022 | 11/01/2022 | IN-00062689 | FiberLight, LLC | Fiber Installation |
| TM001 | Lonestar Taproot | Tools, Machinery & Equipment | 02/16/2022 | 04/01/2022 | 22-0013 | Crane Monsters Corp | Used 2009 Grove RT700E Rough Terrain Crane |
| TM002 | Lonestar Taproot | Tools, Machinery & Equipment | 06/04/2022 | 09/01/2022 | 22-0035Tarbush | Crane Monsters Corp | Used 2009 Tadano GR600SL Crane Tarbush |
| TM003 | Lonestar Taproot | Tools, Machinery & Equipment | 03/31/2022 | 04/01/2022 | 203629654-001 | United Rentals Power & HVAC | Skytrak 10054 Power & HVAC Forklift Serial #: 0160062628 |
| TM006 | Lonestar Taproot | Tools, Machinery & Equipment | 03/01/2022 | 04/01/2022 | 1209622-0001 | Texas First Rental | 100 KW (125 KWA) Tow Generator Model XQ100N Serial #: 0D4D02621 VIN:16MPF1120CD065102 |
| TM009 | Lonestar Taproot | Tools, Machinery & Equipment | 06/06/2022 | 07/01/2024 | INV0152 | CNO Technologies, LLC | Camera Installation Labor, Travel and Materials |
| TM010 | Lonestar Taproot | Tools, Machinery & Equipment | 12/01/2025 | 12/01/2025 | | Mars Dream | Forklift Huayee Model HYD20 2024 SN#HY24082231 |
| V004 | Lonestar Taproot | Vehicles Taproot | 05/31/2022 | 06/01/2022 | 03-492978 | National Storage Tank, Inc. | Nationwide Trailers 25' Low-Pro Flatdeck with Duals $15,700.22 + $1,744.47 S/N: 4P53F3425N1382655 |
| V005 | Lonestar Taproot | Vehicles Taproot | 05/31/2022 | 06/01/2022 | 09-494694 | National Storage Tank, Inc. | Nationwide Trailers Look CP,CR,7X16 Yr: 2023 S/N: 53BMTEA23PR010745 |
| V010 | Lonestar Taproot | Vehicles Taproot | 04/22/2022 | 09/01/2022 | 1K00815 | Ewald Kubota Inc. | Kubota RTV-XG850SLAS22 |
| HD041 | Lonestar Taproot | Cooling System - Hydro | 12/31/2021 | 04/01/2022 | 5964 | Elite Drillers Corporation | Pyote Water Well - Drilling of Water Well and Pump Installation |
| HD042 | Lonestar Taproot | Cooling System - Hydro | 05/27/2022 | 06/01/2022 | 6035 | Elite Drillers Corporation | Pyote Water Well - Drilling of Water Well and Pump Installation North Well |
| HD043 | Lonestar Taproot | Cooling System - Hydro | 01/13/2022 | 04/01/2022 | ECT104-18 | East Coast Tank | East Coast Tank Water Storage Tanks 39'6"D x 10'7"H |
| HD044 | Lonestar Taproot | Cooling System - Hydro | 01/13/2022 | 04/01/2022 | ECT104-18 | East Coast Tank | East Coast Tank Water Storage Tanks 39'6"D x 10'7"H |
| HD045 | Lonestar Taproot | Cooling System - Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD046 | Lonestar Taproot | Cooling System - Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD047 | Lonestar Taproot | Cooling System - Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD048 | Lonestar Taproot | Cooling System - Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD049 | Lonestar Taproot | Cooling System - Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD050 | Lonestar Taproot | Cooling System - Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD051 | Lonestar Taproot | Cooling System - Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD055 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD056 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD057 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD058 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD059 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |

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|---|---|---|---|---|---|---|---|
| HD060 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD061 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD062 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD063 | Lonestar Taproot | Cooling System - Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD064 | Lonestar Taproot | Cooling System - Hydro | 03/31/2022 | 04/01/2022 | ICJE4 | Lonestar Dream Inc. | RO System - Chao Suan Reverse Osmosis Water Purification Equip |
| HD065 | Lonestar Taproot | Cooling System - Hydro | 06/18/2022 | 07/01/2022 | Brackish Water | WLT Trading LLC | RO System - Brackish Water System Purification & MingYaMai Water Treatment Equip $10,382.51 + WLT Logistic $27,662.12 |
| HD066 | Lonestar Taproot | Cooling System - Hydro | Various | 07/01/2022 | 1179 | Westwood Transport, LLC./LIV Consulting/ | Hydro Antboxes installation |
| HD067 | Lonestar Taproot | Cooling System - Hydro | 12/02/2022 | 02/01/2022 | CapLbrRecIs | Lonestar Dream Inc. | To Allocate Capitalized Labor to the Cooling Systems |
| IM001 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252869 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM002 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252870 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM003 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252871 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM004 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252872 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM005 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252873 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM006 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252874 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM007 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252875 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM008 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252876 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM009 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252877 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM010 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252878 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM011 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252879 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM012 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252880 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM013 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252881 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM014 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252882 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM015 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252883 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM016 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252884 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM017 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252885 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM018 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252886 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM019 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252887 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM020 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252888 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM021 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252889 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM022 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252890 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM023 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252891 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM024 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252892 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM025 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252893 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |

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|---|---|---|---|---|---|---|---|
| IM026 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252894 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM027 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252895 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM028 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252896 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM029 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252897 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM030 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252898 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM031 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252899 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM032 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252900 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM033 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252901 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM034 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252902 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM035 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252903 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM036 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252904 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM037 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252905 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM038 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252906 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM039 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252907 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM040 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252908 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM041 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252909 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM042 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252910 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM043 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252911 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM044 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252912 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM045 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252913 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM046 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252914 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM047 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252915 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM048 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252916 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM049 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252917 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM050 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252918 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM051 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252919 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM052 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252920 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM053 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252921 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM054 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252922 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM055 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252923 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM056 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252924 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM057 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252925 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM058 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252926 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM059 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252927 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM060 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252928 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM061 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252929 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM062 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252930 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM063 | Lonestar | Cooling System - | 05/01/202 | 10/01/202 | 141225293 | Pennzoil-Quaker | Shell Immersion Cooling Fluid |

| Asset # | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| | Taproot | Immersion | 2 | 3 | 1 | State Company | S3X |
| IM064 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252932 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM065 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252933 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM066 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252934 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM067 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252935 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM068 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252936 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM069 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252937 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM070 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252938 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM071 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252939 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM072 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252940 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM073 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252941 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM074 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252942 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| | | | *Intentionally left blank* | | | | |

EXHIBIT B
Assumed Contracts

1. Master Services Agreement between Lonestar Taproot LLC and Tejas Extreme Logistics dated effective 1/30/2026

2. FiberLight contract for Dedicated Internet Access Product Order No. OPP-170487-066778 and OPP-170487-066779

# EXHIBIT C
## Excluded Assets

1. All cash and cash equivalents, wherever located.

2. All digital currency and the proceeds thereof.

3. All prepaid expenses, deposits, including Regional Electricity Providers deposits, and retainers.

4. All accounts including accounts receivable

5. The schedule of fixed assets listed in the Excel file labeled 'LDI_LDT Excluded Asset List 12/31/2025' filed in the Data Room.

6. All of Sellers' rights, interests, claims, demands, and causes of action, including but not limited to those under all contracts and leases other than Assumed and Assigned Contracts.

7. All Avoidance Actions, including without limitation, all rights, claims, and causes of action arising under or relating to Chapter 5 of Title 11 of the United States Code, including, without limitation, all avoidance actions and claims arising under Sections 502(d), 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code, and any other avoidance, recovery, or related claims or causes of action under the Bankruptcy Code, together with all proceeds, recoveries, and other rights arising therefrom.

8. All claims for and rights to receive tax refunds with respect to taxable periods or portions thereof on or prior to the Closing Date.

9. All the minute books, corporate and ownership books and record and accounting books and records of the Seller and copies of all other Books and Records necessary for Seller to administer its estate.

10. All other assets which are not purchased by a buyer.

# EXHIBIT D
## Assumed Liabilities

None.

EXHIBIT E
Litigation Claims

1. Gao v. Pan et al., Cause No. D-1-GN-24-003302 (98th District Court, Travis County, Texas)

2. Saturn Data LLC v. Lonestar Dream et al., Case No. 493-08827-2025 (493rd District Court, Collin County, Texas)

3. DBR Land LLC v. Lonestar Taproot LLC and Lonestar Dream Inc., Case No. P-13332-112-CV (112th District Court, Pecos County, Texas)

4. SIAC Arbitration No. 532 of 2025 (ARB532/25/ZY): Liang, Lin v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

5. SIAC Arbitration No. 245 of 2022 (ARB/245/22/ALS): Li Bei v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

# EXHIBIT F
## Environmental Matters

1. Phase 1 Environmental Site Assessment dated January 23, 2026

2. That certain Landowner Questionnaire dated August 5, 2026

EXHIBIT G-1
Exemption Affidavit
(To be Provided)

EXHIBIT G-2
Property Manager Lien Waiver
(To be Provided)

EXHIBIT H
Seller's Representation Update Certificate
(To be Provided by Seller)

# ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** ("Agreement"), dated as of September ~~8~~22, 2026 (the "Effective Date"), is made by and between LONESTAR DREAM INC., a Delaware corporation (the "Seller 1") and LONESTAR TAPROOT LLC, a Delaware Limited Liability Company (the "Seller 2" together with Seller 1, each a "Seller" and collectively, the "Sellers"), and Digipower X Inc., for itself and any designees (collectively, the "Buyer" and, together with Seller, collectively, the "Parties" and, individually, a "Party"). Capitalized terms used in this Agreement are as defined herein.

## RECITALS

**WHEREAS**, Seller was engaged in the business of, *inter alia*, crypto mining and hosting operations (the "Business") at the Pyote Property set forth below through July 10, 2026.

**WHEREAS**, Seller is the owner of that certain real property located at 3072 FM 1927, Pyote, TX 79777 in Ward County, Texas, (known as the "Pyote Property").

**WHEREAS**, Seller is the owner of certain personal property, equipment and other assets located at the Pyote Property and set forth on the **Exhibit "A"** attached hereto (together with the Pyote Property, the "Purchased Assets").

**WHEREAS**, on July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case (the "Bankruptcy Case") under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court").

~~**WHEREAS**, subject to Seller's receipt of any higher and better offer for the Purchased Assets (as defined herein) in accordance with the Bidding Procedures and Bidding Procedures Order, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets in accordance with this Agreement and sections 105, 363, and 365 of the Bankruptcy Code.~~

**WHEREAS**, Buyer is the back-up bidder to Mesquite Falcon LLC ("Winning Bidder") on Purchastehde Assets herein.

**WHEREAS,** the execution and delivery of this Agreement and Seller's ability to consummate the transactions set forth in this Agreement, are subject to entry of the Sale Approval Order.

**NOW THEREFORE,** in consideration of the mutual covenants, representations, warranties, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

## ARTICLE I
## SALE OF ASSETS AND REAL PROPERTY

1.1 Sale of Purchased Assets.

(a) On the Closing Date and subject to the terms and conditions and exclusions contained in this Agreement (including but not limited to Section 1.3) and subject to Permitted Liens as defined herein, each Seller will sell, transfer, convey, assign, and deliver all of Seller's right, title, and interest in and to the Purchased Assets, free and clear of any and all interests, Claims, obligations, rights, encumbrances, pledges, and liens in, against or with respect to any of the Purchased Assets or each Seller having arisen, existed or accrued prior to and through the Closing Date, whether direct or indirect, absolute or contingent, choate or inchoate, known or unknown, matured or unmatured, liquidated or unliquidated, arising or imposed by agreement, understanding, law, equity, statute or otherwise and whether arising prior to, on or after the petition sate, including claims or liabilities otherwise arising under doctrines of successor liability, *de facto* merger or substantial continuity or liabilities or obligations arising under any law or orders (collectively, "Liens").

(b) The Purchased Assets include the following assets of Seller:

(i) The Pyote Property and additional assets set forth on **Exhibit "A"** hereto;

(ii) the power rights associated with the Pyote Property;

(iii) all rights under those executory contracts (the "Contracts") and personal property and commercial real property leases (the "Leases") set forth on **Exhibit "B"** attached hereto. The Contracts and Leases are herein, at times, collectively referred to as the "Assumed Contracts" and, individually, as an "Assumed Contract"; provided however, that Buyer may at any time prior to Closing remove any Assumed Contracts from **Exhibit "B"**. Upon removal, such Contracts or Leases shall no longer be an Assumed Contract;

(iv) all claims under existing insurance policies to the extent such policies may provide coverage or a defense with respect to the Purchased Assets;

(v) any and all transferable federal, state, local and foreign governmental Permits, authorizations, and approvals of Seller related to the Purchased Assets; and

(vi) copies of documents relating to the Purchased Assets.

1.2 Instruments of Conveyance and Transfer.

(a) Upon the Closing, Seller shall make available to Buyer possession of the Purchased Assets and convey to Buyer clear title to all of the Purchased Assets.

(b) At the Closing, Seller shall execute and deliver to Buyer a bill of sale and such endorsements, assignments, and other good and sufficient instruments of

conveyance and

~~(b)~~ transfer as are reasonably necessary to transfer, convey, and assign good and marketable title to Buyer of the Purchased Assets, free and clear of any and all Liens except for Permitted Liens.

(c) At the Closing, Seller shall convey the Pyote Property to Buyer pursuant to a Special Warranty Deed ("Warranty Deed") in the form customarily used in similar transactions in Texas and approved and prepared by Buyer and such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer reasonably deems desirable to for Seller to transfer, convey, and assign its good and marketable title to the Pyote Property to Buyer, free and clear of any and all Liens except Permitted Liens.

1.3 Excluded Assets. The Purchased Assets shall exclude all assets and interests of the Seller set forth on **Exhibit "C"** hereto (collectively, the "Excluded Assets").

1.4 Assumed Liabilities. As of the Closing, Buyer shall assume, and pay when due, all Cure Costs due on the Assumed Contracts and any other liabilities of Seller which Buyer has expressly agreed in writing to assume as set forth on **Exhibit "D"** (collectively, the "Assumed Liabilities").

1.5 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, except for the Assumed Liabilities set forth herein, Buyer shall not assume, or become obligated in any way to pay, any of Seller's liabilities, obligations, or debts of any kind whatsoever, whether accrued, absolute, contingent, or otherwise, whether known or unknown, whether due or to become due, and regardless of when or by whom asserted, including, without limitation, to the following (collectively, the "Excluded Liabilities"):

(a) any of Seller's liabilities under this Agreement, and any other agreements (written or oral) entered into by Seller other than the Assumed Contracts;

(b) any liabilities from the Seller's business ("Business") that took place prior
to the Closing;

(c) any note payable in favor of, or any other amount owed to, any of Seller's
lenders or creditors;

(d) any liability of Seller with respect to any Taxes;

(e) any of Seller's liabilities (i) arising by reason of any violation or alleged violation of any federal, state, or foreign law, or any requirement of any Governmental Entity, (ii) arising by reason of any breach or alleged breach by Seller of any contract, agreement, license, commitment, instrument, judgment, order, or decree, or (iii) arising under any environmental, health, and safety laws, regulations, and/or requirements;

(f) any liability of Seller arising out of the injury to or death of any

individual, or damage to or destruction of any property, whether based on negligence, breach of warranty, strict liability, enterprise liability, or any other legal or equitable theory, and arising from or related to products (or parts or components thereof) distributed or otherwise disposed of or for services

~~(f)~~ performed by Seller, to the extent any of such Liabilities result from or arise out of events, facts, or circumstances occurring or existing on or prior to the Closing, notwithstanding that the date on which any Proceeding or Claim therefor is commenced or made after the Closing;

(g) any of Seller's liabilities, including legal fees and expenses, for vacation pay, sick pay, holiday pay, salary, bonuses, severance pay, workers' compensation, benefits, fringe benefits or other payments or liabilities of any kind to any current or former employee of, or any party who was hired or engaged by, Seller, or under any employee benefit or employee benefit plan, resulting from Seller's conduct before the Closing Date;

(h) any of Seller's liability for any expenses or fees related to the negotiation, preparation, approval, or execution of this Agreement or its transactions (including attorneys', accountants', and brokerage fees incurred by or charged to Seller);

(i) any of Seller's liabilities arising from conduct before the Closing, or the actions of its officers, directors, shareholders, employees, consultants, contractors, agents, or advisors; and

(j) any of Seller's other liabilities other than the Assumed Liabilities.

Seller acknowledges that it retains the Excluded Liabilities.

1.6 Purchase Price. The purchase price to be paid by Buyer to Seller for the Purchased Assets shall be ~~Fifteen~~Thirty-Six Million ~~Eight~~Five Hundred ~~and Fifty~~ Thousand U.S. Dollars ($~~15,850,000~~36,500,000) (the "Purchase Price"). The Purchase Price shall be paid as follows:

~~(a) A deposit of 5% of the Purchase Price in the amount of Seven Hundred Ninety Two Thousand Five Hundred Dollars ($792,500) shall be paid by Buyer to Seller within five (5) days of signing this Agreement ("Good Faith Deposit"), to be held in an interest-bearing escrow account by Seller's counsel (the "Escrow Agent") and pursuant to an escrow agreement in form and substance reasonably acceptable to Buyer and Seller, attached hereto as **Exhibit "I"** (the "Escrow Agreement") until Closing, with the funds (including any interest earned thereon) to be applied to the Purchase Price at Closing. The Escrow Agent shall not release, transfer, apply or otherwise dispose of the Good Faith Deposit except (i) at Closing, in accordance with joint written instructions from Buyer and Seller, (ii) pursuant to a written agreement executed by Buyer and Seller, or (iii) pursuant to a final, non-appealable order of a court of competent jurisdiction. The Escrow Agent shall have no discretion or authority to determine entitlement to the Good Faith Deposit. All escrow fees and costs shall be borne by Seller unless otherwise agreed by the parties;~~

(a) ~~(b)~~ The ~~balance of the~~ Purchase Price ~~of~~ shall be paid by Buyer to Seller at Closing (the "Closing

Payment");

(b) The Good Faith Deposit from Buyer held by Archer & Greiner, P.C., as escrow agent, in the amount of $792,500.00, shall be returned by Escrow Agent to Buyer within two business days of entry of the Sale Approval Order.

~~(c) The Good Faith Deposit shall be fully refundable (with interest) as set forth herein. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of the Estate under the Bankruptcy Code, that Seller's Estate shall have no interest of any kind under Chapter 5 of the Bankruptcy Code or applicable law (equitable or otherwise) in and to the Good Faith Deposit and the Escrow Agent shall hold the Good Faith Deposit in trust in accordance with this Agreement. In the event that Buyer purchases the Purchased Assets and the sale closes, then all Good Faith Deposit payments made by Buyer pursuant to the terms of this Agreement (together with any interest earned thereon) shall be credited to and offset against the Purchase Price and paid to the credit of Seller at the Closing.~~

1.7 Allocation of Purchase Price. The Allocation of the Purchase Price shall be determined by the Buyer as soon as commercially practicable, but no later than one hundred and eighty (180) days after the Closing. The Parties hereby agree that they shall file all federal, state, and local Tax Returns and reports in a manner consistent with such allocation, and that neither Party will assert or maintain a position inconsistent with such allocation in any administrative or judicial proceeding, including any tax audit or tax proceeding.

1.8 Transfer Taxes. The Party that is required by applicable Law to pay any and all bulk sale, stamp, documentary, filing, recording, registration, sales, use, transfer, added- value or other non-income Tax, fee, or governmental charge imposed under applicable Law in connection with the transactions contemplated hereby (the "Transfer Taxes") shall be responsible for paying that Party's Transfer Taxes. ~~Notwithstanding the foregoing, Seller shall be solely responsible for and shall pay all Transfer Taxes. To the extent applicable Law imposes liability for any Transfer Taxes on Buyer, Seller shall promptly reimburse Buyer for any such amounts paid by Buyer.~~ The Party that is required by applicable Law to file any Tax Returns in connection with Transfer Taxes described in the immediately preceding sentence shall

~~1.8~~ prepare and timely file such Tax Returns. Seller shall timely provide Buyer with all information and documentation reasonably requested by Buyer in connection with such Tax Returns and shall execute any documents reasonably requested by Buyer in connection therewith. Buyer shall be entitled to receive such Tax Returns and other documentation reasonably in advance of filing by the Seller, but not less than ten (10) Business Days prior to the due date of such Tax Returns, and such Tax Returns and other documentation shall be subject to Buyer's approval, which shall not be unreasonably withheld, delayed, or conditioned. Buyer and Seller shall cooperate in making, in a timely manner, all Tax Returns, filings, reports, forms and other documentation as are necessary or appropriate to comply with all applicable Laws in connection with the payment of Transfer Taxes and shall cooperate in good faith to minimize, to the fullest extent possible under such Laws, the amount of any such Transfer Taxes. Seller shall take all actions reasonably requested by Buyer to obtain any available exemption, reduction or refund of any Transfer Taxes.

1.9 Proration. All monthly payments (the "Prorated Charges") for the month in which the Closing occurs (including utility charges) shall be apportioned and prorated between Seller and Buyer as of the Closing Date with (i) Buyer bearing the expense of Buyer's proportionate share of such Prorated Charges that shall be equal to the product obtained by multiplying (A) a fraction, the numerator being the amount of the Prorated Charges and the denominator being the

total number of days in the month in which the Closing occurs, times (B) the number of days following the day that immediately precedes the Closing Date and paying such amount to Seller to the extent payment for such Prorated Charges has been made by Seller prior to the Closing, and (ii) Seller bearing the remaining portion of such Prorated Charges (and paying the amounts thereof to Buyer to the extent payment for such Prorated Charges has not been previously made by Seller). Seller shall be responsible for any and all taxes and assessments, including any interest, penalties or fees, incurred prior to the Closing and any transfer taxes associated with the transfer of the Real Property to Buyer. Buyer shall be responsible for all taxes and assessments accruing after the Closing. The Closing statement to be prepared by Buyer's title company (the "Title Company") shall reflect such proration based on the most recent and available tax rate and valuation. Any other costs or expenses, if any, shall be allocated between and charged to Buyer and Seller in accordance with the Title Company's usual practices. Seller shall be responsible for the cost of the preparation and delivery of all documents to be furnished by Seller. Buyer shall be responsible for the cost of recording the deed and the cost of purchasing a title insurance policy. The Closing fee of the Title Company will be paid by Buyer. Except as set forth herein, no amounts paid or payable under or in respect of any Purchased Asset or group of Purchased Assets shall be apportioned and prorated between Seller and Buyer.

1.10 Sales Tax. Buyer shall be responsible for and pay any and all sales tax due and payable in connection with the transactions contemplated by this Agreement.

1.11 Title Commitment/Survey.

(a) Within five (5) days after the Effective Date, Seller shall deliver to Buyer:

(i) copies of all existing owner's and lender's title policies relating to the Pyote Property; (ii) all existing surveys of the Pyote Property; and (iii) all engineering, environmental, geotechnical,

wetlands, seismic, structural, zoning and other third-party reports concerning the Pyote Property in Seller's possession or control.

(b) Buyer shall obtain a title commitment for the Pyote Property (the "Title Commitment"). Except as set forth herein, Buyer may object ("Title Objection") in writing to any title matter disclosed in the Title Commitment or any amendment, update or continuation thereof ~~at any time prior to the expiration of the Due Diligence Expiration Date (or, as to any liens or other encumbrances that come of record after the effective date of the last Title Commitment or title update obtained by Buyer during the Due Diligence Period, which last title update shall not be earlier than August 4, 2026, at any time prior to the Closing~~through October 15, 2026 ("Title Objection Deadline"). Seller shall, on or before

Closing, with respect to a Title Objection, use its reasonable best efforts to remove all liens, claims, encumbrances, title defects and other title exceptions affecting the Pyote Property, excluding Permitted Liens such as mineral rights, rights of way and easements granted to public utilities and for gas or electric, including any disclosed in any update to the Title Commitment~~, except~~. Except for Permitted Liens and those Title Objections expressly approved in writing by Buyer~~.~~, Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing: (i) any title defects which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Pyote Property on or following the Effective Date (other than with the prior written approval of Buyer); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Pyote Property of a definite and ascertainable amount, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing (collectively, the "Mandatory Title Removal Items"). Except for Permitted Liens, Buyer shall have no obligation to accept any title exception ~~subject to~~timely raised as a Title Objection ~~raised before the Due Diligence Expiration Date,~~and not expressly approved by Buyer in writing. For clarity, Permitted Liens shall include mineral rights, whether of record or not, such as, but not limited to, reservations and leases, rights of way and easements granted to public utilities, including but not limited to, for gas or electric.

(c) If Seller is unable or unwilling to convey title to the Pyote Property in accordance with this Agreement on or before Closing, Buyer may, at its sole option: (i) terminate this Agreement and receive the immediate return of the Good Faith Deposit, whereupon neither party shall have any further obligations hereunder except those that expressly survive termination; or (ii) waive such objection and proceed to Closing without waiving any other rights or remedies available under this Agreement or applicable law.

(d) Seller may satisfy and discharge monetary liens from the proceeds of Closing, provided that the Title Company issues the Title Policy without exception for such liens or other title defects subject to a Title Objection.

(e) Seller shall execute and deliver all affidavits, releases, payoff letters, curative documents and other instruments reasonably required by Buyer or the Title Company to permit issuance of an owner's title insurance policy (the "Title Policy") insuring fee simple title to the Pyote Property, effective as of Closing, free and clear of all liens, claims, encumbrances and title exceptions raised by Buyer as Title Objections, other than Permitted Liens and those expressly approved herein and otherwise in writing by Buyer.

(f) If requested by Buyer, and pursuant to a Title Objection, Seller shall use commercially reasonable efforts to obtain and deliver any estoppel certificates, lien waivers, subordinations, non-disturbance agreements or other documentation relating to the Pyote Property reasonably required by Buyer or the Title Company.

(g) Notwithstanding anything herein to the contrary, Seller shall convey the Pyote Property pursuant to the Sale Approval Order free and clear of all liens, claims, interests, encumbrances and title exceptions to the fullest extent authorized under the Bankruptcy Code, except ~~only those matters raised as Title Objections unless~~ Permitted Liens

or as otherwise expressly approved in writing herein or otherwise by Buyer, with all such liens, claims and interests attaching solely to the proceeds of sale to the extent provided in the Sale Approval Order.

**ARTICL E II CLOSIN G**

2.10 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place on ~~or before November 30, 2026, pursuant to the Sale Approval Order (or on such other date as may be agreed by the Parties and/or ordered by the Bankruptcy Court (conditioned, if applicable, upon the Bankruptcy Court making a finding under Fed. R. Bankr. P. 6004(h)) (the~~ the date which is up to 60 days after the date Seller provides Buyer with written notice that the Winning Bidder has failed to close and Buyer is entitled to close on the sale of the Purchased Assets with Seller, which notice from Seller shall be delivered to Buyer by no later than March 31, 2027 ("Closing Date")~~)~~.

2.11 Deliveries to be Made by Seller at Closing. At the Closing, Seller shall deliver the following to Buyer free and clear of Liens, all of which shall be properly authorized and executed by Seller and acceptable to Buyer in its sole and absolute discretion:

(a) possession of the Purchased Assets;

(b) a bill of sale and/or such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer may deem desirable in a form reasonably satisfactory to Buyer, conveying title from Seller to Buyer to the Purchased Assets, free and clear of any and all Liens;

(c) the Assignment and Assumption Agreement;

(d) such affidavits, certifications and other documentation evidencing the authority of the person executing the subject documents on behalf of Seller in a form acceptable to Buyer;

(e) An Owner's title affidavit (the "Title Affidavit"), affidavit of Seller's Residence ("Seller's Residence Affidavit"), Broker's affidavit ("Broker's Affidavit"), Broker's lien waiver ("Broker's Lien Waiver"), 1099-S certification ("1099-S Certification") and, if applicable, an Affidavit of Exemption from Withholding ("Exemption Affidavit") in the forms annexed hereto as **Exhibit "G-1"** and, if Seller has retained a person or entity (other than an employee of Seller) to manage the Pyote Property or any portion thereof and does not include in the Title Affidavit such certifications as the Title Company shall reasonably require to omit from the ~~Purchaser 's~~Purchaser's title policy

~~(e)~~ exceptions for possible liens of the property manager, and, if applicable, a Property Manager Lien Waiver (the "Property Manager Lien Waiver") duly executed by Seller and the property manager in the form annexed hereto as **Exhibit "G-2"**.

(f) Such other documents, instruments or agreements as may be

reasonably requested by Buyer or the Title Company to consummate the Closing of the Pyote Property in accordance with the terms of this Agreement;

(g) if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than any liens for *ad valorem* taxes falling due after Closing or any additional exceptions approved herein or otherwise by Buyer in writing or otherwise required by law or permitted under this Agreement (collectively, "Permitted Liens")) affecting the Purchased Assets to the maximum extent permitted by Section 363 of the Bankruptcy Code, such releases and termination statements with respect to all Liens (other than Permitted Liens) on the Purchased Assets as may be necessary and required by Buyer; provided, however, nothing herein shall obligate Buyer to proceed to Closing if the Sale Approval Order does not authorize a sale free and clear of all Liens (other than Permitted Liens) to the maximum extent permitted by Section 363 of the Bankruptcy Code;

(h) such other documents of assignment and transfer as may be reasonably required to vest all right, title, and interest of Seller in and to the Purchased Assets in Buyer;

(i) an assignment and assumption agreement relating to the Assumed Contracts in a form reasonably satisfactory to Buyer (the "Assignment and Assumption Agreement") duly executed by Seller;

(j) resolution of the board of directors of Seller authorizing the execution and delivery of this Agreement and all documents contemplated hereby and consummation of the transaction contemplated herein;

(k) A certificate (the "Seller's Representation Update Certificate") stating that all of Seller's representations and warranties set forth in this Agreement remain true and correct in all respects at and as of Closing, except as otherwise set forth in such certificate and in the form annexed hereto as **Exhibit "H"**, subject to modifications to reflect facts and circumstances existing as of the Closing Date for reasons other than Seller's breach of this Agreement

(l) an executed certificate of Seller to the effect that, as of the Closing Date, all representations and warranties of Seller contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Seller contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date;

~~S; and~~

(m) an information reporting form for purposes of preparing an IRS Form 1099-

S; and

(n) such other documents as shall be reasonably requested by Buyer or its counsel in connection with the transactions contemplated by this Agreement.

~~counsel in connection with the transactions contemplated by this Agreement.~~

2.12 Deliveries to be Made by Buyer at the Closing. At the Closing, Buyer shall deliver the following to Seller:

(a) the Closing Payment;

(b) the Assignment and Assumption Agreement;

(c) resolutions of the Buyer authorizing the execution and delivery of this Agreement and of all documents contemplated hereby and consummation of the transaction contemplated herein;

(d) an executed certificate of Buyer to the effect that, as of the Closing Date, all representations and warranties of Buyer contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Buyer contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date; and

(e) such other documents as shall be reasonably requested by Seller or its counsel in connection with the transactions contemplated by this Agreement. and closing of the sale transactions herein.

## ARTICLE III

## REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, each Seller jointly and severally hereby represents and warrants to the Buyer as of the Effective Date and as of the Closing Date, as if such representations and warranties had been made at the Closing Date, as follows:

3.1 Organization and Authority. Seller 1 is a corporation and Seller 2 is a limited liability company, and each Seller is duly organized, validly existing, and in good standing under the laws of the State of Delaware. This Agreement and Seller's execution thereof has been duly authorized by all necessary corporate action. Seller has obtained and currently maintains all qualifications to do business as a foreign entity in all other jurisdictions in which the character of Seller's properties or the nature of Seller's activities require it to be so qualified. Subject to entry of the Sale Approval Order by the Bankruptcy Court, Seller has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Seller that is enforceable in accordance with its terms.

3.2 Governmental Authorization. The execution, delivery, and performance by Seller of this Agreement requires no action by, or filing with, any governmental body, agency, or official, other than approvals of authorization by the Bankruptcy Court and Approvals as set forth in

3.2 Section 7.2(d), and all such approvals, authorizations, consents, notices and filings

necessary for Seller to consummate the transactions contemplated hereby shall have been duly obtained, made or given prior to the Closing and shall be in full force and effect. No other consent, approval, authorization, order, permit or filing is required that would prevent, delay or impair Seller's ability to consummate the transactions contemplated hereby or Buyer's ownership or use of the Purchased Assets following the Closing.

3.3 No Conflict. Subject to entry of the Sale Approval Order, the execution, delivery and performance of this Agreement by Sellers do not and will not (a) violate each Seller's Organizational Documents, (b) violate any applicable Law or Order applicable to each Seller or the Purchased Assets, (c) result in any breach or default under any material Contract relating to the Purchased Assets, or (d) result in the creation of any Lien on the Purchased Assets other than Permitted Liens.

3.4 Litigation. Except as disclosed in the Bankruptcy Case or on **Exhibit "E"** there is no action, suit, proceeding, arbitration, investigation or governmental inquiry pending or, to Seller's Knowledge, threatened against Seller or affecting the Purchased Assets that would reasonably be expected to materially impair the Purchased Assets or prevent or delay the consummation of the transactions contemplated hereby.

3.5 Sufficiency of and Title to the Purchased Assets. Each Seller has and, pursuant to the Sale Approval Order and upon Closing, Buyer shall acquire good, valid and marketable title in and to the Purchased Assets, free and clear of all Liens, other than Permitted Liens expressly assumed by Buyer pursuant to this Agreement. Seller has good and valid title to, or a valid and enforceable right to transfer, each of the Purchased Assets. None of the Purchased Assets is subject to any restriction on transfer or other agreement that would impair Buyer's ownership, use or enjoyment thereof following the Closing. To the extent anyone asserts a fractional ownership interest in the Pyote Property, Seller shall deliver the Pyote Property to Buyer free and clear of all such Fractional Ownership Interests at Closing, unless otherwise agreed to by Buyer in writing.

3.6 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court and Approvals, there is no agreement or other instrument binding upon Sellers requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

3.7 Utilities. Seller has not received any written notice that any electrical service, power allocation, interconnection rights, utility service, water, sewer, telecommunications or other utility serving the Purchased Assets will be reduced, terminated or materially modified. To Seller's Knowledge, there exists no condition that would materially impair the transfer or continued availability of such utility rights following Closing.

3.8 Assumed Contracts. Each Seller has made available to Buyer a copy of all Assumed Contracts, together with all amendments, exhibits, attachments, waivers, or other

3.8 changes thereto and, to Seller's knowledge, such copies are true, correct and complete in all material respects and constitute all documents comprising the Assumed Contracts. Sellers have not received any written notice of any material default by any party under any Assumed

Contract that remains uncured, except as disclosed to Buyer in writing. Each Seller represents that it has not taken or failed to take any action that would impair its ability to assume and assign any Assumed Contract designated for assumption and assignment pursuant to this Agreement. Sellers shall use commercially reasonable efforts to obtain entry of all orders and take all actions reasonably necessary to facilitate the assumption and assignment of the Assumed Contracts designated by Buyer. Buyer acknowledges that the Bankruptcy Court may not approve assumption and assignment of all contracts designated by the Buyer hereunder provided, however, that Buyer shall not be obligated to close if the failure to assume and assign any Assumed Contract designated by Buyer would reasonably be expected to have a Material Adverse Effect on the Purchased Assets.

3.9 Certain Fees. Other than DuFrayne LLC, Seller has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement or the transactions this Agreement contemplates.

3.10 Notices of Certain Events. Sellers shall promptly notify Buyer of:

(a) Any notice or other written communication from any third-party alleging that the consent of such third-party is or may be required in connection with the consummation of the transactions contemplated by this Agreement; and

(b) Any material written communication from any governmental or regulatory agency or authority in connection with or relating to the transactions contemplated by this Agreement. All of Seller's equipment ("Equipment") is owned by the Sellers and, when conveyed by Sellers to Buyer, will be owned by Buyer free and clear of all Liens except Permitted Liens. The Equipment constitutes all material equipment owned by Seller and used in connection with the

Purchased Assets and is in substantially the same condition as of the Effective Date, ordinary wear and tear excepted. Seller has not leased, licensed or otherwise granted any third party any right to possess or use any Equipment, except as disclosed in this Agreement or the Disclosure Schedules. Upon the Closing, Buyer shall acquire good and marketable title to the Equipment, free and clear of all Liens other than Permitted Liens, together with all warranties, guarantees and similar rights, to the extent transferable.

3.11 Permits. Sellers possess all material permits, licenses, approvals and governmental authorizations necessary for the ownership and operation of the Purchased Assets as presently conducted, and such permits are in full force and effect.

3.12 Taxes. Each Seller has timely filed (or caused to be timely filed) all material Tax Returns required to be filed with respect to the Purchased Assets and has timely paid, or will timely pay, all Taxes required to be paid by each Seller with respect to the Purchased Assets for all taxable periods ending on or before the Closing Date, other than Taxes being contested in

~~3.12~~ good faith by appropriate proceedings. There are no Liens for Taxes upon any of the Purchased Assets, other than Permitted Liens arising by operation of applicable Law for Taxes not yet due and payable. Sellers have not received any written notice of any pending audit,

examination or proceeding by any taxing authority relating to Taxes that would result in a Lien on, or otherwise materially adversely affect, the Purchased Assets.

3.13 Financial Information.

(a) Seller has made available to Buyer all financial statements, operating statements, utility billing records, capital expenditure information, and other financial or operating information relating to the Purchased Assets, that are in Seller's possession or control and have been requested by Buyer (collectively, the "Financial Information").

(b) To Seller's Knowledge, the Financial Information delivered or made available to Buyer has been prepared in good faith from the books and records of Seller, is true, correct and complete in all material respects, and fairly presents, in all material respects, the information purported to be reflected therein for the applicable periods. Seller has not knowingly omitted any material information necessary to make the Financial Information, taken as a whole, not misleading.

(c) Since the date of the most recent Financial Information made available to Buyer, Seller has not become aware of any material adverse change in the financial condition or operation of the Purchased Assets that has not been disclosed to Buyer in writing. Seller has made available to Buyer true, correct and complete copies, in all material respects, of all books, records, utility information, correspondence, reports, contracts and other documents in Seller's possession or control relating to the Purchased Assets that have been requested by Buyer. To Seller's knowledge, such books and records accurately reflect the information they purport to contain in all material respects, and Seller has not knowingly withheld any material information relating to the Purchased Assets requested by Buyer.

3.14 Environmental Matters. Except as set forth on **Exhibit "F"**, to Seller's Knowledge: (a) Each Seller is, and during Seller's ownership of the Purchased Assets has been, in material compliance with all applicable Environmental Laws with respect to the Purchased Assets;
(b) ~~(b)~~ Seller has not received any written notice, demand, claim, request for information or other written communication from any governmental authority or third party alleging any material violation of, or material liability under, any Environmental Law with respect to the Purchased Assets that remains unresolved; (c) there has been no release, discharge, disposal or threatened release of any Hazardous Substance at, on, under or from the Purchased Assets in violation of applicable Environmental Laws that would reasonably be expected to result in material liability relating to the Purchased Assets; (d) Seller has not received any written notice of the presence of any underground storage tanks, asbestos-containing materials, polychlorinated biphenyls or other regulated Hazardous Substances at the Purchased Assets, except as disclosed on **Exhibit "F"**; (e) Seller has obtained and is in material compliance with all material permits, licenses and other governmental authorizations required under applicable Environmental Laws with respect to the ownership and operation of the Purchased Assets; and (f) there is no pending or, to Seller's

knowledge, threatened investigation, action or proceeding under any Environmental Law relating to the Purchased Assets that would reasonably be expected to result in material

liability or materially impair Buyer's ownership, development or use of the Purchased Assets following the Closing. For purposes of this Agreement, "Environmental Laws" means all applicable federal, state and local Laws relating to pollution, the protection of human health or the environment, or the manufacture, generation, use, handling, storage, treatment, transportation, release or disposal of Hazardous Substances, each as amended from time to time. "Hazardous Substances" means any substance, material or waste that is regulated under any Environmental Law, excluding quantities of substances customarily used, stored or maintained in compliance with applicable Environmental Laws.

3.15 General Warranty. None of the representations or warranties contained herein by Seller, nor any exhibit, schedule, statement, or certificate furnished to or to be furnished by Seller to Buyer pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

3.16 Real Property.

(a) Except for certain fractional ownership rights which may be asserted, Seller is the sole owner of the Pyote Property and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this Agreement; Seller agrees to deliver the Pyote Property to Buyer free and clear of all fractional ownership rights at Closing unless otherwise agreed to by Buyer in writing. ;

(b) Seller is not a “foreign person”, as that term is defined for purposes of the
FIRPTA;

(c) Seller has been known by no other name for the past ten years, except
Lonestar Dream Inc. and Lonestar Taproot LLC;

(d) The Pyote Property is not serviced by municipal sewer and water systems. The water and electrical and other mechanical and utility systems serving the Pyote Property is, to the best of Seller’s reasonable knowledge, in sound operating condition;

(e) There are no assessments, charges, paybacks, or obligations for improvements or services affecting the Pyote Property;

(f) There are no persons employed at the Pyote Property in connection with the ownership, use, operation, maintenance, repair and/or replacement of the Pyote Property who will be binding upon Buyer after the Closing;

(g) There are no collective bargaining agreements, management agreements or other employee agreements affecting the Property or which would bind Buyer after the Closing;

(h) Seller has not received any written notice of any lawsuits, tax appeals, condemnation proceedings, or environmental investigations pending or, to Seller’s best

knowledge, affecting the Pyote Property.

(i) Other than for the leases identified as potential Assumed Contracts, there are no leases, licenses or other occupancy and/or use agreements, written or oral, affecting the Pyote Property or any portion thereof to which Seller is a party or by which Seller or any future owner of the Pyote Property through Seller is or will be bound, and Seller has delivered a true, correct and complete copy of the Leases to Buyer prior to Buyer's execution and delivery of this Agreement.

(j) There are no contracts or agreements affecting the Pyote Property which will survive Closing and be binding upon Buyer except the Assumed Contracts and in the Title Commitment;

(k) Excluding the right of bidders to bid at bankruptcy auction on the Pyote Property and Purchased Assets, no person, firm or entity, except for the Buyer, has any rights in, or rights to purchase or acquire all, or any part of the Pyote Property, including, without limitation, a right of first refusal or option to purchase with respect thereto.

(l) Seller has not received any written notice from any governmental authority or other person claiming or alleging that the Pyote Property or any portion thereof, or any properties in the vicinity of the Pyote Property, is contaminated by hazardous materials or substances in violation of any federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§

136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. §§ 6901 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Occupational Safety and Health Act, as amended (29 U.S.C. §§ 651 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.), as amended, and any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

(m) There are no current or pending litigation(s), lawsuits, actions, investigations, grievances, complaints, charges, or proceedings against Seller, or with respect to the Pyote Property, either filed individually, jointly or by class, in a federal, state or municipal court, of any jurisdiction whatsoever, or before any administrative agency or arbitral tribunal, involving any federal, state or municipal labor, employment or benefits law (as those terms are most broadly defined); including, but not limited to, the National Labor Relations Act, 29 U.S.C. §§151, et seq.,

~~(m)~~ the Fair Labor Standards Act, 29 U.S.C. §§201, et seq., ERISA, Section 1981 through 1988 of Title 42 of the United States Code, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000(e), et seq., the Americans With Disabilities Act of 1990, 42 U.S.C. §§12101, et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. §§2601, et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, et seq., the Genetic Information Nondiscrimination Act of 2008, Uniformed Services Employment and Reemployment Rights Act, the Fair Credit Reporting Act, the Rehabilitation Act of 1973, 29 U.S.C. §§701, et seq., the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§1161, et seq., the Occupational Safety and Health Act, 29
U.S.C. §§651, et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, et seq., the federal and state Worker Adjustment and Retraining Notification Acts (collectively, the "**WARN Acts**") any State of Texas labor, employment, discrimination law, sexual harassment, or wage and hour law, or any other federal, state or local human rights, civil rights, wage-hour, wage- payment, pension, labor or employment-related laws, or their respective implementing laws, rules and/or regulation(s), or with respect to an alleged breach or violation of any collective bargaining agreement, union agreement, labor agreement, benefits agreement, or employment contract of any kind (as those terms are most broadly defined), or which arise under the common law or in equity (including claims for wrongful discharge or otherwise) (collectively, "**Labor and Employment Laws**").

3.17 Seller represents and warrants that: (i) it is not an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the "Code"), which is subject to Section 4975 of the Code; and (ii) the assets of Seller do not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Code; and (iii)(a) Seller is not a "governmental plan" within the meaning of Section 3(32) of ERISA, and the assets of Seller do not constitute plan assets of one or more such plans; or (b) transactions by or with Seller are not in violation of state statutes applicable to Seller regulating investments of and fiduciary obligations with respect to governmental plans.

3.18 Neither Seller, nor any ERISA Affiliates (as hereinafter defined) has, within the last six (6) years, made a "partial withdrawal" or a "complete withdrawal" (within the meaning of Sections 4205 and 4203 of ERISA) from any "multiemployer plan," nor incurred any liability on account of a "partial withdrawal" or a "complete withdrawal" from any "multiemployer plan", no such liability has been asserted through a "Notice of Assessment" or any similar correspondence, and there are no events or circumstances which could result in any such partial or complete withdrawal, neither Seller, the Property Manager nor any ERISA Affiliate has incurred or could be subjected to any liability under Title IV or Section 302 of ERISA that could reasonably be expected to result in liability to the Buyer ("ERISA Affiliate" means, at any time, each trade or business (whether or not incorporated) that would, at the time, be treated together with either Seller or the Property Manager as a single employer under Title IV or Section 302 of ERISA or Sections 414(b) or 414(c) of the Code

3.19 Seller covenants and warrants that all of the representations and warranties set forth in this Agreement shall be true and correct at Closing~~.~~, but not thereafter. The

representations and warranties of the Sellers pursuant to this Agreement are given solely as of the Closing Date and do not survive the Closing except where expressly stated otherwise.

3.20 No Other Representations or Warranties. Other than as set forth herein, the Purchased Assets are being sold "as is," "where is," and "with all faults," and Buyer, or any ultimate highest bidder pursuant to any Auction or order of the Bankruptcy Court, hereby acknowledges and agrees that Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets. Buyer will accept the Purchased Assets "as is" and "where is" at closing.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 Organization and Authority. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. Buyer has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein and have been duly authorized by all necessary action on the part of Buyer. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Buyer that is enforceable in accordance with its terms.

4.2 No Conflicts. The execution, delivery, and performance of this Agreement by Buyer will not (i) violate any provision of any existing law, statute, rule, regulation, or ordinance, or (ii) conflict with, result in a breach of, or constitute a default under (a) any certificate or articles of incorporation or by-laws of Buyer, (b) any order, judgment, award or decree of any court, governmental authority, bureau or agency, or (v) any mortgage, indenture, lease, contract or other agreement, or undertaking to which Buyer is a party or by which Buyer of any of its properties or assets may be bound.

4.3 Investigation by Buyer. Buyer is conducting its own independent review and analysis of the Purchased Assets, the Assumed Liabilities, and the Assumed Contracts. Buyer acknowledges that it ~~has~~had until September 10, 2026, at 10:00 am ("Due Diligence Expiration Date")

to conduct such diligence as it deemed necessary or appropriate in connection with the transactions contemplated hereby. Notwithstanding the foregoing, Buyer's investigation shall not limit, diminish or otherwise affect Seller's representations, warranties, covenants or obligations under this Agreement, any Seller Disclosure Schedule or any other document delivered in connection herewith. Buyer shall be entitled to rely upon the accuracy and completeness of the Seller's representations and warranties expressly set forth herein, and Seller shall remain liable for any breach thereof. Buyer ~~shall complete~~completed its due diligence by the Due Diligence Expiration Date. Nothing in this Section 4.3 shall limit Buyer's right to raise a Title Objection by the Title Objection Deadline.

4.4 Nothing herein shall waive or limit any rights or remedies of Buyer arising from Seller's fraud, willful misconduct, intentional misrepresentation or breach of

this Agreement. Buyer is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Liabilities.

4.5 Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending, against or, to the knowledge of Buyer, threatened against or affecting Buyer before any court or arbitrator or any governmental body, agency, or official, which in any manner challenges or seeks to prevent, enjoin, alter, or materially delay any transactions contemplated by this Agreement.

4.6 Certain Fees. Buyer has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement.

4.7 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court, there is no agreement or other instrument binding upon Buyer requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

4.8 General Warranty. None of the representations or warranties contained herein by Buyer, nor any exhibit, schedule, statement, or certificate furnished or to be furnished by Buyer to Seller pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

## ARTICLE V

## COVENANTS OF SELLER AND BUYER

5.1 Efforts; Further Assurances. Seller and Buyer will use commercially reasonable efforts to take any and all actions and to do all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated in this Agreement. Seller and Buyer agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to vest marketable title to the Purchased Assets in Buyer.

5.2 Notices. If (i) Buyer becomes aware of any material breach by Seller of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Seller, or (ii) Seller becomes aware of any material breach by Buyer of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Buyer, the Party becoming aware of such breach shall promptly notify the other Party in writing, in accordance with the notice provisions of this Agreement. Upon such notice of breach, the breaching Party shall have five (5) days to cure such breach before the exercise of any remedies in connection

therewith.

5.3 Pre-Closing Covenants. As material terms of this Agreement:

(a) From the Effective Date until the Closing Date, Seller will maintain the Purchased Assets in the manner consistent with its standards of maintenance prevailing immediately prior to the Effective Date and it will not commit or permit to be committed any waste or change in the condition or appearance of the Purchased Assets, or convey any other right with respect to the Purchased Assets except with the written consent and joinder of Buyer. Seller shall operate, manage and maintain the Purchased Assets in the ordinary course consistent with past practice and shall promptly notify Buyer of any material damage, casualty, condemnation, governmental action or other event affecting the Purchased Assets. Seller will keep all current insurance policies concerning the Purchased Assets in full force and effect until Closing and shall not modify, cancel, terminate or permit any lapse in coverage without Buyer's prior written consent. Buyer and Seller, or its representative, shall have the right to walk the Pyote Property the day before the Closing Date, unless otherwise waived by Buyer in writing, to confirm the condition of the Purchased Assets.

(b) Seller must not transfer any of the Purchased Assets, create any Lien on the Purchased Assets, grant any easements or rights-of-way, or enter into any contract, lease, license, agreement, commitment or other arrangement affecting the Purchased Assets or Buyer's intended use thereof, which is not cancelable on and as of the Closing Date without Buyer's prior written consent. Seller shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect Buyer's rights in or to the Purchased Assets, the value thereof, or the ability to consummate the transactions contemplated hereby.

(c) Seller shall operate, manage and maintain the Purchased Assets in the ordinary course of business consistent with past practice and shall use commercially reasonable efforts to preserve intact the Purchased Assets and the goodwill associated therewith. Seller shall not take, or omit to take, any action that would reasonably be expected to materially impair the value of the Purchased Assets or Buyer's ability to consummate the transactions contemplated by this Agreement.

(d) Seller shall not amend, modify, terminate, renew, extend, waive any material rights under, or enter into any new Assumed Contract, or consent to any amendment, modification or termination of any Assumed Contract, without the prior written consent of Buyer.

(e) Seller shall use commercially reasonable efforts to preserve and maintain in full force and effect all permits, approvals, authorizations, licenses, utility allocations, interconnection rights, governmental approvals and other rights relating to the Purchased Assets, and shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect the transferability, availability or use thereof by Buyer following the Closing.

(f) Seller shall promptly notify Buyer in writing of (i) any material damage to or destruction of the Purchased Assets, (ii) any condemnation or threatened

condemnation affecting the Purchased Assets, (iii) any written notice of violation, default, investigation or enforcement action relating to the Purchased Assets, (iv) any material claim, action or proceeding affecting the Purchased Assets, or (v) any event or circumstance that would reasonably be expected

~~(f)~~ to result in a Material Adverse Effect or prevent or materially delay the consummation of the transactions contemplated hereby.

(g) Seller shall provide Buyer and its representatives with reasonable access, upon reasonable prior notice and during normal business hours, to the Purchased Assets, the Assumed Contracts, books and records, and such other information relating to the Purchased Assets as Buyer may reasonably request in connection with the transactions contemplated hereby.

(h) Seller shall use commercially reasonable efforts to obtain entry of the Bidding Procedures Order and the Sale Approval Order and to satisfy all conditions to Closing within Seller's control and shall not take any action that would reasonably be expected to delay, impair or prevent the consummation of the transactions contemplated hereby.

(i) Seller shall preserve all books, records, files and other documents relating to the Purchased Assets and shall not destroy, discard or materially alter any such books, records or documents prior to the Closing, except in the ordinary course of business and in accordance with applicable Law.

(j) Seller shall not settle, compromise or release any material insurance claim, condemnation award or other claim relating to the Purchased Assets without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(k) From the Effective Date through the Closing or earlier termination of this Agreement, Seller shall preserve the Pyote Property in substantially the same condition as exists on the Effective Date, ordinary wear and tear and casualty excepted, and shall not, without the prior written consent of Buyer, which may be granted or withheld in Buyer's sole discretion:

(i) create, incur, assume or permit any lien, claim, encumbrance, easement, covenant, restriction, license or other interest affecting the Pyote Property, transfer any development or similar rights relating to the Pyote Property,

or otherwise take or omit to take any action that has a material adverse effect on the Pyote Property, including title thereto;

(ii) demolish, remove, alter or materially modify any improvements located on the Pyote Property, or remove, sell, transfer or dispose of any fixtures, equipment or personal property used in connection with the Pyote Property, except for replacements of equal or greater quality made in the ordinary course of business;

(iii) enter into, amend, extend, renew, terminate or modify any lease, license, occupancy agreement or other agreement granting any possessory rights in or to the Pyote Property;

(iv) enter into, amend, terminate or modify any contract, service agreement, management agreement or other agreement affecting the ownership,

~~(iv)~~ operation, maintenance or use of the Pyote Property that is to be assumed by Buyer and will survive Closing;

(v) seek, permit or consent to any change in the zoning, land use designation, subdivision status, permits, entitlements or other governmental approvals affecting the Pyote Property, or voluntarily initiate or consent to any governmental action affecting the Pyote Property;

(vi) take any action, or fail to take any action, that would cause any representation or warranty of Seller contained in this Agreement to be inaccurate as of Closing or result in a breach of any covenant of Seller under this Agreement; or

(vii) settle, compromise, waive or release any claim, litigation, insurance claim, condemnation claim or other material right relating to the Pyote Property without Buyer's prior written consent, unless to clear title to the Pyote Property.

(viii) provide Buyer with copies of any material notices that Seller receives from any governmental authority or third party with respect to the Pyote Property;

(ix) advise Buyer promptly of any litigation or arbitration proceeding relating to the Property or that might affect Seller's ability to perform its obligations under this Agreement, or notices that allege a claim that could result in such litigation.

5.4 Post-Closing Covenants. As material terms of this Agreement:

(a) Immediately upon the consummation of the Closing, the Parties agree to cooperate with one another and use all good faith efforts to take (or cause to be taken) all actions, and to do (or cause to be done) all things reasonably necessary or proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this

Agreement, including, without limitation, (i) providing access and title to the Purchased Assets to Buyer; and (ii) assisting Buyer with obtaining access and control over the Purchased Assets.

5.5 Fire or Casualty.

(a) Seller shall promptly notify Buyer in writing of any fire, flood, storm,

casualty or other damage affecting the Pyote Property occurring prior to Closing.

(b) If, prior to Closing, all or any portion of the Pyote Property is damaged or destroyed by fire, flood or other casualty, Buyer may, in its sole discretion, by written notice delivered to Seller at any time prior to Closing:

(i) terminate this Agreement, in which event the Good Faith Deposit shall be immediately returned to Buyer and neither party shall have any further obligations hereunder except those expressly stated to survive termination; or

(ii) proceed to Closing, in which event Seller shall assign to Buyer, at Closing, all insurance proceeds and claims relating to such casualty, transfer any insurance proceeds previously received by Seller, credit Buyer at Closing for all applicable deductibles and uninsured losses, and assign all rights, claims and causes of action arising from such casualty.

(c) Seller shall not settle, compromise or release any insurance claim relating to the Pyote Property after the Effective Date without Buyer's prior written consent.

(d) Seller shall maintain all property and casualty insurance covering the Pyote Property in full force and effect through Closing.

5.6 Condemnation.

(a) Seller shall promptly notify Buyer in writing upon learning of any pending, threatened or completed condemnation, eminent domain proceeding or conveyance in lieu of condemnation affecting all or any portion of the Pyote Property.

(b) If, prior to Closing, all or any portion of the Pyote Property becomes subject to any condemnation, eminent domain proceeding or conveyance in lieu thereof, Buyer may, in its sole discretion, by written notice delivered to Seller prior to Closing: (i) terminate this Agreement, in which event the Good Faith Deposit shall be immediately returned to Buyer and neither party shall have any further obligations hereunder except those expressly stated to survive termination; or (ii) proceed to Closing, in which event Seller shall assign to Buyer all condemnation awards, settlement proceeds, claims, rights and causes of action relating to such condemnation or taking, whether received before or after Closing.

(c) Seller shall not settle, compromise or consent to any condemnation proceeding or conveyance in lieu thereof without Buyer's prior written consent.

(d) The provisions of this Section shall survive the Closing.

## ARTICLE VI
## BANKRUPTCY MATTERS; BIDDING PROCEDURES

6.1 Intentionally Omitted.

6.2 Sale Approval Order. Seller and Buyer shall use commercially

reasonable efforts to cooperate, assist and consult with each other to secure the entry of the Sale Approval Order following the date hereof, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes of, among others, providing necessary assurances of performance by Buyer under this Agreement and furnishing any testimony regarding the transactions contemplated hereby, including to support the good-faith nature of the negotiations leading to this Agreement

## ARTICLE VII
## CLOSING CONDITIONS

7.1 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Approval Order and, as of the Closing Date, the Sale Approval Order shall be in full force and effect and shall not have been stayed, vacated, or reversed. The Sale Approval Order shall be in form and substance reasonably acceptable to Buyer and shall, *inter alia*:

(i) Authorize the Seller's execution and delivery of this Agreement and approve the transactions contemplated herein;

(ii) Find that the transfer of the Purchased Assets is legal, valid, and enforceable and vests Buyer with valid title to the Purchased Assets, free and clear of all Liens (except for any Permitted Liens);

(iii) Find that the Purchase Price and other consideration provided by Buyer hereunder constitute fair and reasonable consideration for the Purchased Assets;

(iv) Provide that Buyer is a good faith Buyer of the Purchased Assets pursuant to Section 363(m) of the Bankruptcy Code and none of the grounds set forth in Section 363(n) exists with respect to the sale;

(v) Authorize Buyer to file, if desired in its discretion, terminations or cancellations of any recorded Liens (except for Permitted Liens or to the extent

required by law) against the Purchased Assets and require secured parties or lienholders, where required by applicable non-bankruptcy law or requested by Buyer, to execute documents of release, cancellation or satisfaction prepared by Buyer, to be filed by Buyer to clear any Liens of record (other than Permitted Liens) from the Purchased Assets;

(vi) Approve the assumption and assignment of any Assumed Contracts and provide that upon payment of the applicable Cure Costs (or other such agreed amount) by the Buyer or Seller, as applicable, such

counterparty shall not have any remaining claim against Seller, its Estate or creditors, or Buyer related to any pre- Closing default under any such Assumed Contract;

(vii) Find that Buyer has not assumed, and has no responsibility or liability for any of Seller's liabilities of any description whatsoever, including any pre-Closing liabilities not ~~i~~included in Cure Costs, for the Assumed Contracts, or otherwise an Assumed Liability, whether known or unknown as of the Closing,

~~(vii)~~ whether fixed or contingent, or whether existing at the time of or arising after the Closing, including successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, alter ego, successor or transferee liability, de facto merger, mere or substantial continuation; and

(viii) Waive any stay that would otherwise be applicable pursuant to Rules 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure.

(b) No injunction, stay, or similar order or decree issued by any court, tribunal or governmental entity, shall be in effect that restrains, enjoins, stays, or prohibits the consummation of the transactions contemplated by this Agreement.

7.2 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Buyer) of the following conditions:

(a) Seller shall have performed in all material respects all of its obligations hereunder required to be performed by it at, or before, the Closing Date;

(b) The representations and warranties of Seller contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date;

(c) Buyer shall have received written confirmation, in form and substance satisfactory to Buyer, in its ~~sole and absolute~~reasonable discretion, ~~from the applicable utility provider(s), Qualified Scheduling Entity ("QSE"), and any other relevant governmental or third-party entities,~~ of the electrical power supply available to the Pyote Property (i) ~~in~~confirming the ~~firm~~ allocated and available amount of not less than 54MW of electrical capacity; (ii) with the applicable voltage and at the approved point of interconnection for use of such power, and (iii) ~~and~~that such power is available without any known

condition, restriction or third-party approval (including that of the retail electricity provider and QSE) which would materially impair the availability, allocation, or delivery of electrical service to the Pyote Property;

(d) Buyer shall have received, in form and substance satisfactory to Buyer, all governmental and third-party permits, approvals, consents, authorizations and agreements necessary ("Approvals") to ~~(i)~~ transfer to Buyer the electrical power allocation

and related power rights associated with the Pyote Property, without material reduction or restriction. All such permits, approvals, consents, authorizations, and agreements shall be in full force and effect and shall not contain any condition or limitation that would materially impair Buyer's intended use of the Approvals and associated power rights;

~~(d) Buyer shall have received any of the following at or prior to closing: (i) a written surface use waiver and/or agreement from each holder of mineral rights, leasehold rights, or other mineral grants or interests affecting the Pyote Property of record ("Mineral Rights"), in form and substance satisfactory to Buyer to permit its intended use of the Pyote Property as an AI data center and acceptable for recordation in the county deed records; or (ii) a conveyance in fee, an assignment of, or a lease interest in, the Mineral Rights in form and substance satisfactory to Buyer to permit its intended use of the Pyote Property as an AI data center and acceptable for recordation in the county deed records; or (iii) satisfactory proof that such Mineral Rights have been removed, released, terminated from or otherwise amended, subordinated or resolved as to and upon the record of title for the Pyote Property, to the satisfaction of Buyer to permit its intended use of the Pyote Property as an AI data center, at Closing; or the parties shall have agreed upon such other resolution of a title issue on the Pyote Property. Seller shall use commercially reasonable efforts to assist Buyer in identifying the applicable Mineral Right's holders and obtaining the requisite documentation or agreements prior to Closing. All costs and other consideration of obtaining the signed title documents, consents and agreements referenced in this subparagraph, shall be borne by the Buyer;~~

(e) Since the Effective Date, no event, change, circumstance or condition shall have occurred that has had, or would reasonably be expected to have, a Material Adverse Effect on the Purchased Assets, the utility rights associated therewith, or Buyer's intended use of the Pyote Property as an AI data center, including any material casualty, condemnation, loss of utility capacity, material governmental action or material termination of any Assumed Contract;

(f) All necessary governmental approvals, permits, authorizations, consents and filings required for the consummation of the transactions contemplated by this Agreement shall have been obtained or made and shall be in full force and effect;

(g) Other than for payment of the title premium, endorsement fees and other charges of the Title Company to be paid by Buyer, and Buyer's satisfaction of any other conditions of the Title Company to issuance of the Title Policy that can only be satisfied by Buyer, the Title Company is unconditionally committed to issuing an owner's policy of title insurance for the Property (the "Title Insurance") on such form and with such endorsements as shall be available in

the State of Texas and acceptable to Buyer, insuring Buyer's title to the Property for the full amount of the Purchase Price and free of any liens or other encumbrances other than Permitted Liens and those accepted by Buyer in accordance with the terms of the Agreement; and

(h) All material third-party consents required for the consummation of the transactions contemplated by this Agreement (other than those to be obtained through the Bankruptcy Court process) shall have been obtained and shall be in full force and effect.

7.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) Buyer shall have performed in all material respects all of its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Buyer contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

## ARTICLE VIII

## TERMINATION

8.1 Grounds for Termination. This Agreement may be terminated at any time before Closing by:

(a) mutual written agreement of Seller and Buyer;

(b) either Buyer or Seller, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section 8.1(b) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) either Buyer or Seller, if the Closing shall not have occurred on or before ~~November 30, 2026~~the Closing Date, or such later date that is agreed to by the parties (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the

~~(c)~~ failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement;

(d) Buyer, if any material condition set forth in this Agreement has not been satisfied by Seller or if the conditions of Section 7.2(c) and 7.2(d) have not been satisfied, and such condition is incapable of being satisfied, unless Buyer elects to waive such satisfaction;

(e) Seller, if Buyer fails to consummate the Closing in accordance with this Agreement due to Buyer's default, unless Seller elects to waive such default; provided, however,

that Seller shall not be entitled to terminate this Agreement ~~or retain the Deposit~~ unless Buyer has failed to consummate the Closing as a result of Buyer's default under this Agreement. For the avoidance of doubt, Buyer shall be entitled to the return of the Deposit if Buyer's failure to consummate the Closing is due to Seller's breach, failure to perform, failure to satisfy a condition to Closing, or any other circumstance not caused by

Buyer's default under this Agreement;

~~(f) Buyer, if Buyer is not the successful bidder or the backup bidder at the Auction and Seller enters into a Competing Transaction with the successful bidder or the backup bidder;~~

(f) ~~(g)~~ Buyer, if the Bankruptcy Case is dismissed or converted to a case or cases under chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller is appointed in the Bankruptcy Case;

~~(h) Buyer if Seller withdraws or seeks authority to withdraw the Bidding Procedures/Sale Motion;~~

(g) ~~(i)~~ Buyer, upon the occurrence of a material casualty or condemnation affecting the Purchased Assets~~; or~~.

~~(j) Buyer, at any time prior to the Due Diligence Expiration Date, if Buyer determines, in its sole and absolute discretion, that the results of its due diligence investigation of the Purchased Assets are unsatisfactory or unacceptable for any reason or no reason, including, without limitation, matters relating to the condition, title, operation, value, financial performance, environmental condition, zoning, permits, entitlements, contracts, liabilities, legal requirements or any other matter affecting the Purchased Assets or the transactions contemplated hereby. Upon any such termination, the Good Faith Deposit shall be promptly returned to Buyer, and neither party shall have any further obligations under this Agreement except for those obligations that expressly survive termination.~~

(h) The Party desiring to terminate this Agreement under this section shall give notice of such termination to the other Party in accordance with the notice provisions herein. ~~Notwithstanding the foregoing, except in connection with a termination of this Agreement by Seller pursuant to Section 8.1(e), Buyer shall be entitled to receive the Good Faith Deposit in full, and Seller shall have no right to retain, apply or otherwise claim any portion of the Good Faith Deposit.~~

8.2 Effect of Termination.

(a) If this Agreement is terminated by ~~Buyer~~Seller in accordance with Section 8.1(~~d~~e), ~~Buyer~~Seller shall be entitled to ~~the return of the Good Faith Deposit (with interest).~~pursue all available rights and remedies against Buyer, including but not limited to specific performance of this Agreement and after receiving a final order of a court of competent jurisdiction recover from Buyer reasonable attorney's fees and expenses in enforcing such rights and remedies.

~~(b) If this Agreement is terminated by Seller in accordance with Section 8.1(e), Buyer shall forfeit the Good Faith Deposit and the Good Faith Deposit shall become property of Seller's Estate as liquidated damages.~~

(b) ~~(c)~~ If this Agreement is terminated in accordance with any other subsection of Section 8.1, such termination shall be without liability of any Party to the other Party to this Agreement ~~(except as set forth in Section 8.2(d) and (e) below), and the Good~~

~~Faith Deposit (with interest) will be returned to Buyer~~..

## ARTICLE IX
## ASSUMPTION OF EXECUTORY CONTRACTS OF THE SELLER

~~9.1~~ 9.1 Assumed Contracts. Buyer shall be solely responsible for and shall pay or cause to be paid at or prior to Closing, all Cure Costs related to the Assumed Contracts. Buyer shall have no obligation to pay any Cure Costs except to the extent expressly set forth on Exhibit

B. Seller represents and warrants that Exhibit B sets forth a complete and accurate list of all known Cure Costs for each Assumed Contract.

## ARTICLE X

## MISCELLANE
## OUS

10.1 Further Assurances. After the Closing Date, each Party shall execute and deliver such further documents, and perform such acts, as may be reasonably necessary to transfer and convey the Purchased Assets to Buyer on the terms contained herein, and to otherwise comply with the terms of this Agreement and to carry out the transactions provided for herein.

10.2 Notices. All notices, requests, and other communications to any Party hereunder shall be in writing, via e-mail transmission, and shall be given:

If to Seller, to: Lonestar Dream Inc. and Lonestar Taproot LLC
Attn: Michael DuFrayne, CRO;
(mdufrayne@dufraynellc.com)

With a copy to: Stephen M. Packman, Esq.

(spackman@archerlaw.com) If to Buyer, to Digipower X Inc.
Attn: Alec Amar
(alec@digipowerx.com)

With a coy to: Ilana Volkov, Esq. (Ivolkov@mcgrailbensinger.com)

All such notices, requests, and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request, or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

10.3 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

10.4 Expenses. Except as otherwise provided herein, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal, accounting and other professional fees, whether or not the transactions contemplated hereby are consummated.

10.5 Waivers. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

10.6 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding anything to the contrary herein, Buyer shall have the right, in its sole and absolute discretion and without the prior consent of Seller, to assign this Agreement, and its rights and obligations hereunder, in whole or in part, to one or more affiliates of Buyer or to one or more designees (including, without limitation, any entity formed for the purpose of consummating the transactions contemplated hereby); provided, however, that such assignment shall not release Buyer from its obligations hereunder. Seller may not assign, in whole or in part, this Agreement or its rights hereunder without the prior written consent of Buyer.

10.7 Assumption of Risk. Seller agrees to assume the risk of loss or damage to the Purchased Assets occurring on or before the date on which title thereof is conveyed to Buyer. If, prior to its conveyance, all or any material portion of the Pyote Property is the subject of a pending or contemplated taking by eminent domain which has not been consummated or if the Pyote Property has been substantially damaged or destroyed, Seller shall notify Buyer of such fact and Buyer shall have the option to terminate this Agreement and, in the event Buyer shall elect to terminate this Agreement, the Good Faith Deposit together with all interest earned thereon shall promptly be returned to Buyer. If this Agreement is terminated and the Good Faith Deposit together with accrued interest is returned, as aforesaid, neither Party shall have any further rights or obligations hereunder. If, after receipt of Seller's notice, as aforesaid, Buyer does not exercise its option to terminate this Agreement, the Parties hereto shall remain bound hereunder and Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, all awards for the taking by eminent domain described in said notice or all insurance proceeds payable as a result of such destruction or damage and any deductible due from Seller. If, prior to its conveyance, any part of the Purchased Assets which constitutes Equipment has been substantially damaged, lost or destroyed, or if there has been a material condemnation affecting the Purchased Assets, Seller shall notify Buyer of such fact and Buyer may elect to either (i) accept all insurance or condemnation proceeds payable as a result of such destruction, damage or, loss or condemnation and any deductible due from Seller or, (ii) agree to a reduction of the Purchase Price by the current mutually agreed value of the lost, damaged or destroyed Purchased Asset, or (iii) terminate this Agreement and receive the prompt return of the Good Faith Deposit (with interest).

10.8 Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York,

without giving effect to the principles of conflicts of laws thereof) (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, except to the extent that such laws are superseded by the Bankruptcy Code. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court and waive any right to a jury trial regarding the same.

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR

OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR ANY ASSIGNEE THEREOF, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE.

10.9 Entire Agreement; Amendments; Counterparts. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by in writing, executed by Seller and Buyer. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties hereto shall have received a counterpart hereof signed by the other Party hereto.

10.10 Captions; Headings; Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

10.11 Parties Bound. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, successors, and permitted assigns.

10.12 Severability. Except as otherwise provided herein, if any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part or provision of this Agreement shall not render the remainder of this Agreement invalid.

10.13 Retention of Jurisdiction. ANY AND ALL DISPUTES,

DISAGREEMENTS, INTERPRETATIONS, OR OTHER MATTERS CONCERNING THE FINAL CONSUMMATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE AND REMAIN IN THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, AS A RESULT THEREOF, ANY PLEADINGS, CAUSES OF ACTION OR OTHER REQUESTS FOR RELIEF MUST BE BROUGHT BEFORE SAID COURT BY THE PARTY SEEKING SUCH RELIEF.

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

~~SELLER~~SEI.T.ER:

~~Lonestar Dream Inc.~~

~~By:~~ Lonestar Dream Inc.

(Add) By:

Name: ~~Kevin Pan~~

Name: Kevin P Title: CEO

SEI.I.ER:

~~SELLER~~ Lonestar Taproot LLC

(Add) By:

Name: Kevin Pan

~~Lonestar Taproot LLC~~

~~By:~~ _____ Name: Kevin ~~Pan~~Pa

Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

BUYER:

Digipower X Inc., on behalf of itself and its ~~designees~~ designees

~~By~~ By: (Mod)

Name: ~~Name:~~ ~~Alec~~Alec Amar

~~Title: President~~ ~~9/4/2026~~

# ANNEX 1
## CERTAIN DEFINITIONS

"Auction" means an auction to be held by the Seller in the event higher and better bids are submitted in accordance with the Bidding Procedures.

"Bidding Procedures" means the procedures governing the proposed marketing of, auction of, and bidding for the Purchased Assets pursuant, and attached, to the Bidding Procedures Order.

"Bidding Procedures/Sale Motion" means the motion seeking entry of (i)the Bidding Procedures Order and (ii) the Sale Approval Order, which shall be in form and substance reasonably satisfactory to Buyer.

"Bidding Procedures Order" means that Order of the Bankruptcy Court, *inter alia*, approving the Bidding Procedures entered by the Bankruptcy Court on August 17, 2026, at Docket No. 138.

"Business Day" means any day that is not a Saturday, Sunday, or a day on which banking institutions in New York, New York are not required to be open.

"Claim" means any claim, demand, assessment, judgment, order, decree, action, cause of action, litigation, suit, investigation, or other Proceeding.

"Competing Transaction" shall mean a transaction with a bidder who has offered Seller a higher and better purchase price for the Purchased Assets to that offered by Seller, which higher and better bid is approved by order of the Bankruptcy Court.

"Cure Costs" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by Debtor and assignment to Buyer of the Assumed Contracts.

"Debtor" means Lonestar Dream, Inc. and Lonestar Taproot LLC.

"Estate" shall mean the Seller's bankruptcy estate consisting of all assets, rights and interests of the Debtor on the Petition Date in the Bankruptcy Case.

"Final Order" means an order or judgment, the operation or effect of which is not stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

"Governmental Entity" means any federal, state, local or foreign political subdivision, court, administrative agency, board, bureau, commission, or department or other governmental authority or instrumentality.

"Law" means any law, statute, treaty, rule, directive, or regulation or Order of any Governmental Entity.

"Liability" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, regardless of when asserted.

"Material Adverse Effect" means any event, change, circumstance, occurrence, effect,

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development, or state of facts that, individually or in the aggregate, (a) has had or would reasonably be expected to have a material adverse effect on the Purchased Assets or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of Seller to consummate the transactions contemplated by this Agreement; *provided*, *however*, that none of the following, alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect: (i) changes in general economic, regulatory or political conditions or the financial, credit or securities markets in general (including changes in interest rates or exchange rates); (ii) changes generally affecting the industry in which the Business operates; (iii) changes in Law or GAAP (or authoritative interpretations thereof); (iv) any natural disaster, act of God, epidemic, pandemic or disease outbreak; (v) any act of terrorism, sabotage, cyberattack, military action or war; or (vi) the announcement or pendency of the transactions contemplated by this Agreement or the Bankruptcy Case; *provided*, *further*, that any event, change, circumstance, occurrence, effect, development or state of facts referred to in clauses (i) through (v) may be taken into account in determining whether a Material Adverse Effect has occurred to the extent such event, change, circumstance, occurrence, effect, development or state of facts has a disproportionate adverse effect on the Purchased Assets.

"Orders" means judgments, writs, decrees, compliance agreements, injunctions, rules, awards, settlement agreements, or orders of any Governmental Entity or arbitrator.

"Permits" means all permits, licenses, authorizations, registrations, franchises, approvals, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Entities.

"Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination, or investigation commenced, brought, conducted, or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

"Person" shall be construed broadly and shall include an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or another entity including a Governmental Entity (or any department, agency, or political subdivision thereof).

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Sale Approval Order" means an order of the Bankruptcy Court acceptable to Buyer, *inter alia*, (a) approving (i) this Agreement and the execution, delivery, and performance by Debtor of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale of the Purchased Assets to Buyer free and clear of all Liens; (iii) the assumption and assignment to Buyer of the Assumed Contracts on the terms set forth herein; and (b) determining that Buyer is a good faith purchaser.

**EXHIBIT A**
**Purchased Assets**

EXHIBIT A
Purchased Assets



EXHIBIT A

List of Assets To Be Acquired

| | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| L001 | Lonestar Taproot | Land | 02/25/2022 | 02/25/2022 | | PriorityPowerTaproot22ManagementLLC | 22.97 Acres in Sec 75, Block 34 Ward County |
| F002 | Lonestar Taproot | Furniture & Fixtures | 08/21/2024 | 08/21/2024 | | FuchengHuayingIntegratedHousingCO. | Steel Mobile Home |
| F003 | Lonestar Taproot | Furniture & ~~Taproot~~ Fixtures | 08/21/2024 | 08/21/2024 | | FuchengHuayingIntegrate | Steel Mobile Home |

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| V001 | Lonestar Dream | Vehicles Dream | 01/18/2022 | 01/01/2022 | (Del) | | 2018 Toyota Tacoma |
| LI001 | Lonestar Taproot | Land Improvements | 03/31/2022 | 04/01/2022 | 24880 | All State Fence Company | All State 6' 11 Chain Link Fence |
| LI003 | Lonestar Taproot | Land Improvements | 07/28/2022 | 08/01/2022 | 25347 | All State Fence Company | Heavy Welded Frames & Terminal & Gate Posts with Concrete |
| LI007 | Lonestar Taproot | Land Improvements | 12/31/2021 | 04/01/2022 | 2130-001 | Charis Engineering, LLC | Chans Engineering Civil, Mechanical, and Electrical Design |

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|---|---|---|---|---|---|---|---|
| LI010 | Lonestar Taproot | Land Improvements | 12/31/2021 | 04/01/2022 | 1133 & 1159 & Change Order | Westwood Transport, LLC. | Access Road Pads |
| LI010 | Lonestar Taproot | Land Improvements | 01/31/2022 | 04/01/2022 | 1133 & 1159 & Change Order | Westwood Transport, LLC. | Access Road Pads Change Order 1 - Pyote HWY Changes and Caliche Pit Equip |
| ~~LI011~~ | ~~Lonestar Taproot~~ | ~~Land Improvements~~ | ~~04/06/2022~~ | ~~05/01/2022~~ | ~~1201~~ | ~~Westwood Transport, LLC.~~ | ~~Grading, Pad & Main Entrance - Final Payment 30% + Change Orders~~ |
| ~~LI013~~ | ~~Lonestar Taproot~~ | ~~Land Improvements~~ | ~~05/23/2022~~ | ~~06/01/2022~~ | ~~Change Order 10~~ | ~~Westwood Transport, LLC.~~ | ~~Main Entrance & Electrician Road Pad~~ |
| ~~LI014~~ | ~~Lonestar Taproot~~ | ~~Land Improvements~~ | ~~06/02/2022~~ | ~~07/01/2022~~ | ~~1230~~ | ~~Westwood Transport, LLC.~~ | ~~Loads of Pea Gravel Delivery & Labor~~ |

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|---|---|---|---|---|---|---|---|
| | | | | | | LLC - | |
| BD001 | Lonestar Taproot | Land Improvements | 01/31/2022 | 04/01/2022 | 20688408 | Elite Supply Partners Inc | 5" 134W 304SS Pipes Pyote |
| BD002 | Lonestar Taproot | Buildings | 03/31/2022 | 04/01/2022 | ICJE4 | Lonestar Dream Inc - | Chao Suan Pyote Site 3D Model |
| BD004 | Lonestar Taproot | Buildings | 12/31/2021 | 01/01/2022 | TG00147 | Terracon Consultants - Inc - | Terracon Consultants, Inc. Geotechnical Pyote |
| BD005 | Lonestar Taproot | Buildings | Various | 01/01/2023 | Pyote Building 1 | JNL Steel Components | Immersion Building |

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| | | | | | | Data Overhead Doors/West Tex Field Services, LLC/ | |
| BD006 | Lonestar Taproot | Buildings | Various | 01/01/2023 | Pyote Building 2 | West Tex Field Services, LLC/ | Immersion Building 2 |

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| | | | | | | West Texas Field Services, LLC - | |
| BD007 | Lonestar Taproot | Buildings | 04/06/2022 | 05/01/2022 | Change Order 1 & 2 | West Texas Field Services, LLC - | Pyote Pump House & Poly Pipes (Change Order #2) |
| TF003 | Lonestar Taproot | Transformers | 02/28/2022 | 04/01/2022 | 420382 | Alamo Transformer Supply Company Inc. | 500KVA 12470Y 208Y/120 3 Phase Padmount Serial #721123935S2 Installed |
| TF004 | Lonestar Taproot | Transformers | 01/25/2022 | 04/01/2022 | INV-85345 | Maddox Industrial Transformer | MT13798-S 500 kVA Padmount Transformer HV: 24940 GY 14400 LV: 480 Y 277 Installed |
| TF031 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200 004 20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100095 Installed in Pyote |
| TF032 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200 004 20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100109 Installed in Pyote |

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| LI011 | Lonestar Taproot | Land Improvements | 04/06/2022 | 05/01/2022 | 1201 | Westwood Transport, LLC. | Grading, Pad & Main Entrance Final Payment 30% + Change Orders |
| LI013 | Lonestar Taproot | Land Improvements | 05/23/2022 | 06/01/2022 | Change Order 10 | Westwood Transport, LLC. | Main Entrance & Electrician Road Pad |
| LI014 | Lonestar Taproot | Land Improvements | 06/02/2022 | 07/01/2022 | 1230 | Westwood Transport, LLC. | Loads of Pea Gravel Delivery & Labor |
| [illegible] | Taproot | [illegible] | 2 | 2 | [illegible] | Inc. | Model JSHP 24.94kV, 2.5MVA SN: HPT003100102 Installed in Pyote |
| | | | | | | | JSHP 24.94kV, 2.5MVA SN: HPT003100110 Installed in Pyote |
| | | | | | | | JSHP 24.94kV, 2.5MVA SN: HPT003100096 Installed in Pyote |
| | | | | | | | JSHP 24.94kV, 2.5MVA SN: HPT003100105 Installed in Pyote |
| | | | | | | | JSHP 24.94kV, 2.5MVA SN: HPT003100112 Installed in Pyote |
| | | | | | | | JSHP 24.94kV, 2.5MVA SN: HPT003100114 Installed in Pyote |
| | | | | | | | JSHP 24.94kV, 2.5MVA SN: HPT003100120 Installed in Pyote |
| | | | | | | | JSHP 24.94kV, 2.5MVA SN: HPT003100134 Installed in [illegible] |
| | | | | | | | JSHP 24.94kV, 2.5MVA SN: HPT003100107 Installed in Pyote |
| BD004 | Lonestar Taproot | Buildings | 12/31/2021 | 01/01/2022 | TG00147 | Terracon Consultants, Inc. | Terracon Consultants, Inc. Geotechnical Pyote |
| BD005 | Taproot | Buildings | Various | 01/01/2023 | Pyote Building 1 | JNL Steel Components, Inc/Delta Overhead Doors/West Tex Field Services, LLC | Immersion Building |
| BD006 | Taproot | Buildings | Various | 01/01/2023 | Pyote Building 2 | West Tex Field Services, LLC/JNL Steel Components, Inc/Westwood Transport, LLC. | Immersion Building 2 |
| BD007 | Lonestar | Buildings | 04/06/202 | 05/01/202 | Change Order 1 & 2 | West Tex Field Services, LLC | Pyote Pump House & Poly Pipes (Change Order #2) |
| TF003 | Lonestar Taproot | Transformers | 02/28/2022 | 04/01/2022 | 420382 | Alamo Transformer Supply Company Inc. | SOOKVA 12470Y 208Y/120 3 Phase Padmount Serial #72112393552 Installed |
| TF004 | Taproot | Transformers | 01/25/2022 | 04/01/2022 | INV-85345 | Maddox Industrial Transformer | MT13798-S 500 kVA Padmount Transformer HV: 24940 GY 14400 LV: 480 Y 277 Installed |
| TF031 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004- | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100095 Installed in Pyote |
| TF032 | Lonestar Taproot | Transformers | 09/20/2021 | 04/01/2022 | YJ0001200004-20210920 | Jiangsu Huapeng Transformer Co., LTD. | JSHP 24.94kV, 2.5MVA SN: HPT003100109 Installed in Pyote |

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| 8 | (Mo | | 2 | 2 | | Lonestar Dream Inc. (Del) H3C Ne |

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|---|---|---|---|---|---|---|---|
| CN022 | Lonestar Taproot | Computer & Network Equipment | 10/24/2022 | 11/01/2022 | IN-00062689 | FiberLight, LLC | Fiber Installation |
| TM001 | Lonestar Taproot | Tools, Machinery & Equipment | 02/16/2022 | 04/01/2022 | 22-0013 | Crane Monsters Corp | Used 2009 Grove RT700E Rou h Terrain Crane |
| TM002 | Lonestar Taproot | Tools, Machinery & Equipment | 06/04/2022 | 09/01/2022 | 22-0035Tarbush | Crane Monsters Corp | Used 2009 Tadano GR600SL Crane Tarbush |
| TM003 | Lonestar Taproot | Tools, Machinery & Equipment | 03/31/2022 | 04/01/2022 | 203629654001 | United Rentals Power & HVAC | Skytrak 10054 Power & HVAC Forklift Serial #: 0160062628 |
| TM006 | Lonestar Taproot | Tools, Machinery & Equipment | 10/24/2022 | 11/01/2022 | IN-00062689 | Texas First Rental | 100 KW (125 KWA) Tow Generator Model XQ100N Serial #: 0D4D02621 |
| TM006 | Lonestar Taproot | Tools, Machinery & Equipment | 03/01/2022 | 04/01/2022 | 1209622-0001 | Texas First Rental | 100 KW (125 KWA) Tow Generator Model XQ100N Serial #: 0D4D02621 VIN:16MPF1120CD065102 |
| TM010 | Lonestar Taproot | Tools, Machinery & Equipment | 06/06/2022 | 07/01/2024 | | Mars Dream | Forklift Huayee Model HYD20 2024 SN#HY24082231 |
| V004 | Lonestar Taproot | Vehicles Taproot | 05/31/2022 | 06/01/2022 | 03-492978 | National Storage Tank, Inc. | Nationwide Trailers 25' Low Pro Flatdeck with Duals $15,700.22 + $1,744.47 S/N: 4P53F3425N1382655 |
| V005 | Lonestar Taproot | Vehicles Taproot | 05/31/2022 | 06/01/2022 | 09-494694 | National Storage Tank, Inc. | Nationwide Trailers Look CP,CR,7X16 Yr: 2023 S/N: 53BMTEA23PR010745 |
| V010 | Lonestar Taproot | Vehicles Taproot | 04/22/2022 | 09/01/2022 | 1K00815 | Ewald Kubota Inc. | Kubota RTV-XG850SLAS22 |
| HD041 | Lonestar Taproot | Cooling System Hydro | 12/31/2021 | 04/01/2022 | 5964 | Elite Drillers Corporation | Pyote Water Well Drilling of Water Well and Pump Installation |
| HD042 | Lonestar Taproot | Cooling System Hydro | 05/27/2022 | 06/01/2022 | 6035 | Elite Drillers Corporation | Pyote Water Well Drilling of Water Well and Pump Installation North Well |
| HD043 | Lonestar Taproot | Cooling System Hydro | 01/13/2022 | 04/01/2022 | ECT104-18 | East Coast Tank | East Coast Tank Water Storage Tanks 39'6"D x 10'7"H |
| HD044 | Lonestar Taproot | Cooling System Hydro | 01/13/2022 | 04/01/2022 | ECT104-18 | East Coast Tank | East Coast Tank Water Storage Tanks 39'6"D x 10'7"H |
| HD045 | Lonestar Taproot | Cooling System Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD046 | Lonestar Taproot | Cooling System Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD047 | Lonestar Taproot | Cooling System Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD048 | Lonestar Taproot | Cooling System Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD049 | Lonestar Taproot | Cooling System Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD050 | Lonestar Taproot | Cooling System Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD051 | Lonestar Taproot | Cooling System Hydro | 02/28/2022 | 04/01/2022 | 21-152-F | National Storage Tank, Inc. | National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank |
| HD055 | Lonestar Taproot | Cooling System Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD056 | Lonestar Taproot | Cooling System Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD057 | Lonestar Taproot | Cooling System Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD058 | Lonestar Taproot | Cooling System Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD059 | Lonestar Taproot | Cooling System Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD062HD057 | Lonestar Taproot | Cooling System – Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD063HD058 | Lonestar Taproot | Cooling System – Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |

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|---|---|---|---|---|---|---|---|
| HD059 | Lonestar Taproot | Cooling System Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |

| (Added) | Entity | GL Account | Invoice Date | Place in Srv | Doc Num | Vendor Name | (Added) |
|---|---|---|---|---|---|---|---|
| HD060 | Lonestar | Cooling System Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD061 | Lonestar Taproot | Cooling System Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD062 | Lonestar Taproot | Cooling System Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD063 | Lonestar Taproot | Cooling System Hydro | 03/14/2022 | 04/01/2022 | 8100709193 | Tigerflow Systems, LLC | Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House |
| HD064 | Lonestar Taproot | Cooling System – Hydro | 03/31/2022 | 04/01/2022 | ICJE4 | Lonestar Dream Inc. | RO System - Chao Suan Reverse Osmosis Water Purification Equip |
| HD065 | Lonestar Taproot | Cooling System – Hydro | 06/18/2022 | 07/01/2022 | Brackish Water | WLT Trading LLC | RO System - Brackish Water System Purification & MingYaMai Water Treatment Equip $10,382.51 + WLT Logistic $27,662.12 |
| HD066 | Lonestar Taproot | Cooling System – Hydro | Various | 07/01/2022 | 1179 | Westwood Transport, ~~Westwood Transport,~~ LLC./LIV Consulting/ | ~~Hydro Antboxes Installation~~ |
| HD067 | Lonestar Taproot | Cooling System– Hydro | 12/02/2022 | 02/01/2022 | CapLbrRec1s | Lonestar Dream ~~TaprootHydro22ls~~Inc. | To Allocate Capitalized Labor to the Cooling Systems |
| IM001 | Lonestar Taproot | Cooling System– Immersion | 04/12/2022 | 05/01/2022 | 1412252869 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM002 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252870 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM003 | Lonestar Taproot | Cooling System– Immersion | 04/12/2022 | 05/01/2022 | 1412252871 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM004 | Lonestar Taproot | Cooling System– Immersion | 04/12/2022 | 05/01/2022 | 1412252872 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM005 | Lonestar Taproot | Cooling System– Immersion | 04/12/2022 | 05/01/2022 | 1412252873 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM006 | Lonestar Taproot | Cooling System - Immersion | 04/12/2022 | 05/01/2022 | 1412252874 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM007 | Lonestar Taproot | Cooling System– Immersion | 04/12/2022 | 05/01/2022 | 1412252875 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM008 | Lonestar Taproot | Cooling System– Immersion | 04/12/2022 | 05/01/2022 | 1412252876 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM009 | Lonestar Taproot | Cooling System– Immersion | 04/12/2022 | 05/01/2022 | 1412252877 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM010 | Lonestar Taproot | Cooling System– Immersion | 04/12/2022 | 05/01/2022 | 1412252878 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM011 | Lonestar Taproot | Cooling System– Immersion | 04/12/2022 | 05/01/2022 | 1412252879 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM012 | Lonestar Taproot | Cooling System– Immersion | 04/12/2022 | 05/01/2022 | 1412252880 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM013 | Lonestar Taproot | Cooling System– Immersion | 04/12/2022 | 05/01/2022 | 1412252881 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM014 | Lonestar Taproot | Cooling System– Immersion | 04/12/2022 | 05/01/2022 | 1412252882 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM015 | Lonestar Taproot | Cooling System – Immersion | 04/12/2022 | 05/01/2022 | 1412252883 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM016 | Lonestar Taproot | Cooling System– Immersion | 04/12/2022 | 05/01/2022 | 1412252884 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM017 | Lonestar Taproot | Cooling System– Immersion | 04/12/2022 | 05/01/2022 | 1412252885 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM018 | Lonestar Taproot | Cooling System – Immersion | 04/12/2022 | 05/01/2022 | 1412252886 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM019 | Lonestar Taproot | Cooling System – Immersion | 04/12/2022 | 05/01/2022 | 1412252887 | Pennzoil-Quaker State Company | Shell Immersion ~~Coolng~~Cooling Fluid S3X |
| IM020 | Lonestar Taproot | Cooling System– Immersion | 05/01/2022 | 10/01/2023 | 1412252888 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM021 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252889 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM022 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252890 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM023 | Lonestar Taproot | Cooling System– Immersion | 05/01/2022 | 10/01/2023 | 1412252891 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM024 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252892 | Pennzoil-Quaker State Company | Shell Immersion Cooling ~~Fluid~~ Fluid S3X |
| IM025 | Lonestar Taproot | Cooling System– Immersion | 05/01/2022 | 10/01/2023 | 1412252893 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM026 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252894 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM027 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252895 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM028 | Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 1412252896 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |

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| IM026 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252894 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM027 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252895 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM028 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252896 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM029 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252897 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM030 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252898 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM031 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252899 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM032 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252900 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM033 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252901 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM034 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252902 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM035 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252903 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM036 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252904 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM037 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252905 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM038 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252906 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM039 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252907 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM040 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252908 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM041 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252909 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM042 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252910 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM043 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252911 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM044 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252912 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM045 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252913 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM046 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252914 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM047 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252915 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM048 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252916 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM049 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252917 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM050 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252918 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM051 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252919 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM052 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252920 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM053 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252921 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM054 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252922 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM055 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252923 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM056 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252924 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM057 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252925 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM058 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252926 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM059 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252927 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM060 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252928 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM061 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252929 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM062 | Lonestar Taproot | Cooling System Immersion | 05/01/2022 | 10/01/2023 | 1412252930 | Pennzoil-Quaker State Company | Shell Immersion Cooling Fluid S3X |
| IM063 | Lonestar | Cooling System | 05/01/202 | 10/01/202 | 141225293 | Pennzoil-Quaker | Shell Immersion Cooling Fluid |
| IM065 | | M | IM | I | | 7 | M |
| IM066 | | 0 | 06 | M | I | 2 | 0 |
| IM067 | | 6 | 9 | 0 7 | M | | 7 |

| | Entity | GL Account | Invoice | Place in Srv | Desc Num | Vendor Name | Asset Description |
|---|---|---|---|---|---|---|---|
| Lonestar Taproot | [redacted] | 05/01/2022 | 10/01/2023 | 14122529 | Pennzoil-Quaker | Shell Immersion | |
| Lonestar Taproot | | 05/01/2022 | 10/01/2023 | 14122529 | State Company | Cooling Fluid S3X | |
| Lonestar Taproot | Cooling System - Immersion | 05/01/2022 | 10/01/2023 | 14122529 | Pennzoil-Quaker | Shell Immersion | |
| Lonestar Taproot | | 05/01/2022 | 10/01/2023 | 14122529 | State Company | Cooling Fluid S3X | |
| Lonestar Taproot |

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EXHIBIT B
Assumed Contracts

1. ~~1.~~ Master Services Agreement between Lonestar Taproot LLC and Tejas Extreme Logistics dated effective 1/30/2026

2. ~~2.~~ FiberLight contract for Dedicated Internet Access Product Order No. OPP-170487-066778 and OPP-170487-066779

EXHIBIT C
Excluded Assets

~~1.~~ All cash and cash equivalents, wherever located.

~~2.~~ All digital currency and the proceeds thereof.

~~3.~~ All prepaid expenses, deposits, including Regional Electricity Providers deposits, and retainers.

~~4.~~ All accounts including accounts receivable

~~5.~~ The schedule of fixed assets listed in the Excel file labeled 'LDI_LDT Excluded Asset List 12/31/2025' filed in the Data Room.

~~6.~~ All of Sellers' rights, interests, claims, demands, and causes of action, including but not limited to those under all contracts and leases other than Assumed and Assigned Contracts.

~~7.~~ All Avoidance Actions, including without limitation, all rights, claims, and causes of action arising under or relating to Chapter 5 of Title 11 of the United States Code, including, without limitation, all avoidance actions and claims arising under Sections 502(d), 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code, and any other avoidance, recovery, or related claims or causes of action under the Bankruptcy Code, together with all proceeds, recoveries, and other rights arising therefrom.

~~8.~~ All claims for and rights to receive tax refunds with respect to taxable periods or portions thereof on or prior to the Closing Date.

~~9.~~ All the minute books, corporate and ownership books and record and accounting books and records of the Seller and copies of all other Books and Records necessary for Seller to administer its estate.

~~10.~~ All other assets which are not purchased by a buyer.

EXHIBIT D
Assumed Liabilities

None.

EXHIBIT E
Litigation Claims

1. ~~1.~~ Gao v. Pan et al., Cause No. D-1-GN-24-003302 (98th District Court, Travis County, Texas)

2. ~~2.~~ Saturn Data LLC v. Lonestar Dream et al., Case No. 493-08827-2025 (493rd District Court, Collin County, Texas)

3. ~~3.~~ DBR Land LLC v. Lonestar Taproot LLC and Lonestar Dream Inc., Case No. P-13332- 112-CV (112th District Court, Pecos County, Texas)

4. ~~4.~~ SIAC Arbitration No. 532 of 2025 (ARB532/25/ZY): Liang, Lin v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

5. ~~5.~~ SIAC Arbitration No. 245 of 2022 (ARB/245/22/ALS): Li Bei v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

EXHIBIT F
Environmental Matters

~~1.~~ Phase 1 Environmental Site Assessment dated January 23, 2026

2. ~~2.~~ That certain Landowner Questionnaire dated August 5, 2026

EXHIBIT G-1
Exemption Affidavit (To be Provided)

EXHIBIT G-2
Property Manager Lien Waiver (To be Provided)

EXHIBIT H
~~Seller's~~Seller's Representation Update Certificate (To be Provided by Seller)

~~EXHIBIT I~~
~~Escrow Agreement~~

**ARTICLE XIEscrow Agreement**

This Escrow Agreement ("Agreement") is entered into as of this 8h day of September, 2026 by and among LONESTAR DREAM INC., a Delaware corporation (the "Seller 1"), and LONESTAR TAPROOT LLC, a Delaware limited liability company ("Seller 2" and together with "Seller 1", each a "Seller", collectively, "Sellers"), Digipower X Inc. ("Buyer") and Archer & Greiner, P.C. ("Escrow Agent"). Any terms not defined herein shall have the meaning ascribed to it in the Purchase Agreement (as defined below).

The Seller and the Buyer have entered into an Asset Purchase Agreement dated as of September 8, 2026 (the "Purchase Agreement") pursuant to which Seller has agreed to sell and Buyer has agreed to purchase certain Purchased Assets including personal property, Pyote Property, equipment and other assets located at that certain real property commonly known as and located at 3072 FM 1927, Pyote, TX 79777 in Ward County, Texas. The Seller and the Buyer desire for Escrow Agent to hold in escrow the Good Faith Deposit of $792,500.00 and to disburse the same in accordance with the terms and provisions of this Agreement.

On July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq*. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case"). Subject to Seller's receipt of any higher and better offer for the Purchased Assets (as defined in the Purchase Agreement) in accordance with the Bidding Procedures and Bidding Procedures Order, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets in accordance with the Purchase Agreement and sections 105, 363, and 365 of the Bankruptcy Code

1. Delivery of Escrow Funds; Authorization of Escrow Agent. Within ten (10) days from the execution of the Purchase Agreement or on or before September 10, 2026, Buyer shall deliver the Good Faith Deposit to Escrow Agent via wire transfer. Upon receipt, the Good Faith Deposit shall be held by Escrow Agent in an interest bearing account (the "Escrow Account"). The Good Faith Deposit together with any interest accrued thereon are hereinafter collectively referred to as the "Escrow Funds".

2. Release of Escrow Funds. Escrow Agent shall disburse the Escrow Funds in accordance with the provisions of this Agreement and the Purchase Agreement. Upon receipt of joint instructions from and executed by each of Seller and Buyer or their respective attorneys, in accordance with the Purchase Agreement, the Escrow Agent shall disburse the Escrow Funds in accordance with such notice, which shall include the name of each payee, the amount to be paid to each payee and wire instructions, if any. In no event shall the Escrow Agent be required to disburse any of the Escrow Funds unless and until it has confirmed and is reasonably satisfied that they are being disbursed to the proper party pursuant to this Agreement and the Purchase Agreement. All disbursements of the Escrow Funds shall be made via check or wired funds.

3. Disagreements. In the event of a disagreement about the interpretation of this Agreement or about the duties, rights and obligations of any action contemplated by Escrow Agent under this Agreement, or if there is a dispute between Seller and Buyer regarding the Escrow Funds, or the Escrow Agent receives conflicting demands or instructions with

respect thereto, Escrow Agent may withhold disbursement or delivery of the same to either Party until Escrow Agent receives either: (a) joint written instructions from Seller and Buyer with respect to the disbursement or delivery of the Escrow Funds or any part thereof; or (b) an order entered by the Bankruptcy Court directing the disbursement or delivery of the Escrow Funds or any part thereof and thirty(30) days have passed since entry of such order without further court order directing the disposition thereof. Escrow Agent shall be entitled to rely upon the decision of such court with respect to the disposition and entitlement of the Escrow Funds. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of Seller's bankruptcy estate under the United States Bankruptcy Code, and that such estate shall have no interest of any kind, under Chapter 5 of the Bankruptcy Code or applicable law (whether equitable or otherwise), in and to the Good Faith Deposit absent Bankruptcy Court order directing to the contrary, which order has not been stayed or overturned within 30 days of entry.

4. Scope of Responsibility. Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Agreement. Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with the Purchase Agreement, this Agreement, or any other agreement. Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the other terms and conditions of the Purchase Agreement or any other instrument or document other than this Agreement, whether or not a copy thereof has been provided to Escrow Agent; and Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of the Purchase Agreement or any other instrument or document. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of Escrow Agent shall be inferred or implied from the terms of this Agreement, the Purchase Agreement, or any other agreement.

5. Reliance. Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective attorneys (including office staff). Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person or persons' authority.

6. Indemnification. The Sellers, jointly and severally, shall indemnify, defend and hold harmless Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, in-house and/or outside attorneys' fees and expenses or other professional feesand expenses which Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against Escrow Agent, arising out of or relating in any way to this Agreement, or any transaction to which this Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of Escrow Agent. The provisions of this paragraph shall survive the resignation or removal of Escrow Agent and the termination of this Agreement. In the event Escrow Agent incurs legal fees in connection with the enforcement or interpretation of any provision of this agreement or to defend against any claim or allegation that Escrow Agent breached any duty or obligation under

this agreement or otherwise, then Escrow Agent shall be entitled to recover from the Sellers Escrow Agent's actual costs and expenses, including attorneys' fees, incurred by Escrow Agent in connection therewith, with interest thereon from the date incurred. For purposes hereof, costs, expenses, and attorneys' fees shall include, without limitation, the actual costs and expenses, including attorneys' fees, incurred in recovering such costs, expenses, and attorneys' fees (including, without limitation, all judgment enforcement proceedings, contempt proceedings, garnishment, levy, debtor and third-party discovery and examinations, bankruptcy proceedings, and appellate proceedings).

7. Limitation of Liability. Escrow Agent shall not be liable, directly or indirectly, for, and the Parties hereby release Escrow Agent from, any (i) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which have been finally adjudicated to have directly resulted from Escrow Agent's gross negligence or willful misconduct, or (ii) special, indirect or consequential damages or losses of any kind whatsoever (including without limitation lost profits), even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the form of action.

8. Resignation or Removal. Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove Escrow Agent by furnishing to Escrow Agent a joint written notice of Escrow Agent's removal along with payment of all fees and expenses to which the Escrow Agent is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Funds and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following thedelivery of such notice of resignation or removal, Escrow Agent shall have the right, but not the obligation to (a) petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties; (b) deposit the Escrow Funds with the Clerk of the Bankruptcy Court in which any litigation relating to the Purchase Agreement is pending and/or (c) take such reasonable affirmative steps as it may, at its option, elect in order to terminate its duties as Escrow Agent, including, without limitation, the depositing of the Escrow Funds with a court of competent jurisdiction and the commencement of an action for interpleader (and the costs thereof shall be, and thereupon Depositary shall be released of and from all liability hereunder except for any previous gross negligence or willful misconduct.

9. Notices. All notices, requests, demands, and other communications required under this Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by overnight delivery with a reputable national overnight delivery service, or (iii) by registered mail or by certified mail, return receipt requested, and postage prepaid, all at the addresses set forth below. It shall be the responsibility of each of the Parties to notify Escrow Agent and the other Parties in writing of any name or address changes. Communications shall be deemed to have been given on the date received.

Notices to Seller:
Lonestar Dream Inc.
Lonestar Taproot LLC
Attn: Michael DuFrayne, CRO
Email: mdufrayne@dufraynellc.com
and a copy to:
Archer & Greiner, P.C.
Attn: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com
If to Buyer:
Digipower X Inc.
Attn: Alec Amar
(alec@digipowerx.com)

With a coy to: Ilana Volkov, Esq. (Ivolkov@megrailbensinger.com)
If to Escrow Agent:

Archer & Greiner, P.C.

Attention: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com

10. Amendments. This Agreement may not be changed, modified or terminated, nor may any provision hereunder be waived, except by an instrument executed by the parties hereto.

11. Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. The exchange of copies of thisagreement, any amendments hereto, any signature pages required hereunder or any other documents required or contemplated hereunder by facsimile or via email transmission in Portable Document Format (.pdf) shall constitute effective execution and delivery of same as to the parties thereto and may be used in lieu of the original documents for all purposes.

12. Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

[remainder of page intentionally left blank]

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

**ARTICLE XIISELLER:**

LONESTAR DREAM INC.

By: _____
Name:
Title:

LONESTAR TAPROOT LLC
By: _____
Name:
Title:

**BUYER:**

~~**Digipower X Inc.,** on behalf of itself and its designees~~

~~By:~~ (Del) Signed by: 10EC485A3EAA45A...

~~Name~~ :

~~Title:~~ ~~President~~

9/4/2026

| **Summary report:**<br>**Litera Compare for Word 11.13.0.54 Document comparison done on 9/23/2026 6:33:08 PM** | |
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| ~~Move From~~ | 0 |
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