

File a Motion:

[9:25-bk-10314-RC Santa Paula Hay & Grain and Ranches](#)

Type: bk
Assets: y

Chapter: 11 v
Judge: RC

Office: 9 (Santa Barbara)
Case Flag: Repeat-cacb,
DsclsDue, PlnDue

U.S. Bankruptcy Court Central District of California

Notice of Electronic Filing

The following transaction was received from Vanessa M Haberbush entered on 7/22/2025 at 12:20 PM PDT and filed on 7/22/2025

Case Name: Santa Paula Hay & Grain and Ranches
Case Number: [9:25-bk-10314-RC](#)
Document Number: [82](#)

Docket Text:

Motion to Sell Property of the Estate Free and Clear of Liens under Section 363(f) *Motion to (1) Sell the Estates Interests in 1990 Ferrari F40, VIN ZFFMN34A9L0086230, Free and Clear of All Claims, Liens, and Interests Pursuant to 11 U.S.C. § 363; (2) Distribute Proceeds of the Sale; (3) Issue Findings of Good Faith Pursuant to 11 U.S.C. § 363(m); and (4) Waive the 14-day Stay Provided by Federal Rule of Bankruptcy Procedure 6004(h).* Fee Amount \$199, Filed by Debtor Santa Paula Hay & Grain and Ranches (Attachments: # (1) Exhibit 1 # (2) Exhibit 2) (Haberbush, Vanessa)

The following document(s) are associated with this transaction:

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Original filename:MTN.TO.SELL(COURT).pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1106918562 [Date=7/22/2025] [FileNumber=108870956-0] [03edb14236bcaabbc83fd449b546038a477cf3e9799385982d49e3730ce4fdbbc2d9063f0daac519853c390a41328fb10e68dadfb74a1063c6eb5c6f699d352ef]]

Document description:Exhibit 1

Original filename:C:\fakepath\EXHIBIT.1 - Sale Mtn.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1106918562 [Date=7/22/2025] [FileNumber=108870956-1] [88f0ad114d7c933f3791141c6e905d59a50a23d2797899978a1f0cfaa003f450e0f7a7b1b2d6a9b95da8b88391222a76af4ccef3eb99309f20420dd9c458fdc]]

Document description:Exhibit 2

Original filename:C:\fakepath\EXHIBIT.2 - Sale Mtn.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1106918562 [Date=7/22/2025] [FileNumber=108870956-2] [94ab6893ec96bab88f92cb850bed2bc5ed3e5a460a286ddc569e979f2f0e15d19df21166514195fe30bc60672abcc8bffa99c9b4810879f7ffe8741913601672]]

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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, NORTHERN DIVISION

In re

Santa Paula Hay & Grain and Ranches,
Debtor and Debtor-in-Possession.

Case No. 9:25-bk-10314-RC

Chapter 11

MOTION TO (1) SELL THE ESTATE'S INTERESTS IN 1990 FERRARI F40, VIN ZFFMN34A9L0086230, FREE AND CLEAR OF ALL CLAIMS, LIENS, AND INTERESTS PURSUANT TO 11 U.S.C. § 363; (2) DISTRIBUTE PROCEEDS OF THE SALE; (3) ISSUE FINDINGS OF GOOD FAITH PURSUANT TO 11 U.S.C. § 363(m); AND (4) WAIVE THE 14-DAY STAY PROVIDED BY FEDERAL RULE OF BANKRUPTCY PROCEDURE 6004(h); DECLARATION OF GUADALUPE A. GUZMAN IN SUPPORT

Hearing Date

Date: August 12, 2025
Time: 1:00 p.m. (Pacific Time)
Place: Courtroom 201
1415 State Street
Santa Barbara, CA 93101-2511

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**TO THE HONORABLE RONALD CLIFFORD III, UNITED STATES BANKRUPTCY
JUDGE; THE OFFICE OF THE UNITED STATES TRUSTEE; ALL CREDITORS; AND ALL
PARTIES IN INTEREST AND THEIR COUNSEL OF RECORD:**

Santa Paula Hay & Grain and Ranches, Debtor and Debtor-in-Possession herein (hereinafter referred to as “Debtor” and/or “Movant”), hereby moves this Court for an order (1) authorizing the sale of the estate’s interests in 1990 Ferrari F40, VIN ZFFMN34A9L0086230 (the “Asset”), free and clear of all claims and liens pursuant to 11 U.S.C. § 363; (2) Distribute Proceeds of the Sale; (3) Issue Findings of Good Faith Pursuant to 11 U.S.C. § 363(m); and (4) Waive the 14-Day Stay Provided by Federal Rule of Bankruptcy Procedure 6004(h) (the “Motion” and/or “Motion to Sell”).

By this Motion, Debtor requests the following relief: Authorizing Debtor to sell and to assign, free and clear of all claims, liens, and interests pursuant to Section 363(f) of Title 11 of the United States Code (the “Bankruptcy Code”), the bankruptcy estate’s interests in the Asset to RM Auctions Inc. d.b.a RM Sotheby's (the “Buyer”), or the bidder with the highest or otherwise best bid for the Asset in the auction to be conducted by Debtor at the hearing on the Motion.

Debtor believes that the Court's approval of this Motion to Sell is in the best interests of Debtor's creditors. The offer to purchase the Asset made by Buyer represents the highest or otherwise best offer received by Debtor. Debtor has determined that the best means for Debtor to obtain the most favorable recovery from the sale of the Asset is for Debtor to conduct an auction of the Asset, subject to open bidding with such auction, which was approved by the Bankruptcy Court, scheduled to be conducted on August 12, 2025 at 1:00 p.m. (Pacific Time), at the hearing on the Motion to Sell. The auction of the Asset will be conducted pursuant to the Court-approved bidding procedures. Debtor is continuing to market the sale of the Asset, through a professional, up until the time of the auction. Debtor will then seek, at the hearing on the Motion to Sell, the Bankruptcy Court’s approval of the party who makes the highest or otherwise best offer to purchase the Asset shall be the successful bidder (the “Successful Bidder”) for the Asset.

A prompt sale of the Asset is necessary to allow to maximize the value of Asset, and to facilitate a prompt reorganization by Debtor, as well as provide Debtor the needed capital to fund its current operations.

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1 This Motion is based on the Notice of Motion, this Motion, the Memorandum of Points and
2 Authorities, the Declaration of Guadalupe A. Guzman in support of the Motion, and all papers,
3 pleadings, and records on file in this bankruptcy proceeding.

4 WHEREFORE, Debtor respectfully requests the Court enter an order granting to Debtor the
5 following relief:

6 1. Authorizing Debtor to sell and to assign, free and clear of all claims, liens, and interests
7 pursuant to Section 363(f) of the Bankruptcy Code, the bankruptcy estate's interests in the Asset to
8 Buyer, or the bidder with the highest or otherwise best bid for the Asset in the auction to be conducted
9 by Debtor at the hearing on the Motion pursuant to the Asset Purchase Agreement (the "Agreement")
10 and Sale Procedures Memorandum Regarding the Asset of Santa Paula Hay & Grain and Ranches (the
11 "Sale Procedures Memorandum"), with their various exhibits and schedules, in substantially the same
12 form as attached to the Declaration of Guadalupe A. Guzman as Exhibits "1" and "2" respectively, and
13 incorporated herein, in accordance with the terms and conditions set forth hereinbelow;

14 2. Authorizing the distribution of proceeds:

15 a. Payment to Ferrari Financial Services, Inc. All sums owing to Ferrari Financial
16 Services, Inc. secured by any or all of the Asset shall be paid in full at the time of the Sale is completed,
17 and Ferrari Financial Services, Inc. shall deliver lien free title to Buyer or the successful bidder.
18 Payment is estimated to be \$548,782.28, which is the amount owing as of July 8, 2025, in full
19 satisfaction of its secured claim. This amount is estimated and will increase prior to the sale of the Asset
20 and the actual amount owed to Ferrari Financial Services, Inc. will be paid.

21 b. Payment to Broker. Payment of a percentage of the purchase price of the Asset
22 to Icon Servicing, Inc. as follows: Icon Servicing, Inc. will receive a broker's commission consisting of:
23 (1) a flat payment of \$30,000 as a guaranteed payment; and (2) a broker's commission consisting of
24 either (a) an amount equal to seven and one half percent (7.5%) of any amount received for the purchase
25 of the Asset in excess of \$2,550,000 or (b) an amount equal to nine percent (9%) of any amount received
26 for the purchase of the Asset in excess of \$2,550,000 if the purchase price of the Asset is \$3,500,000
27 or more.

28 c. Sales Tax. Payment of all applicable sales taxes to the appropriate taxing

1 agencies.

2 d. Department of Motor Vehicles and other California Transfer Fees. Any and all
3 fees due and owing related to the Asset to the Department of Motor Vehicles and/or the State of
4 California. Debtor had various fees and penalties due for non-payment, but Debtor also seeks approval
5 of any other such fees that may be necessary for the transfer. These amounts are estimated to be between
6 \$5,000 and \$15,000.

7 e. Remaining Proceeds to Debtor. After deduction of the items set forth above,
8 which shall be paid at the close of Sale the remainder of the proceeds of the Sale will be paid to Debtor.

9 3. Issuing findings establishing the good faith of Buyer or the Successful Bidder in
10 accordance with the proposed purchase and sale transaction pursuant to the Agreement (the "Sale"),
11 together with such other findings as are necessary to ensure that the Buyer or Successful Bidder is
12 entitled to the protections afforded by Section 363(m) of the Bankruptcy Code with respect to the Sale
13 and that the Sale is not subject to avoidance or other recovery under Section 363(n) of the Bankruptcy
14 Code;

15 4. Waiving the 14-day stay of orders provided by Federal Rules of Bankruptcy Procedure
16 6004(h) to allow Debtor to immediately close the Sale once the order authorizing the Sale is entered;
17 and

18 5. Granting to Debtor such other and further relief as this Court deems just and appropriate
19 under the facts and circumstances of this case.

20 Respectfully submitted,

21 HABERBUSH, LLP

22
23 Dated: July 22, 2025

24 By: 

25 VANESSA M. HABERBUSH, ESQ., Attorneys for
26 Debtor and Debtor-in-Possession
27
28

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| <i>240 North Brand Partners, Ltd. v. Colony GFP Partners, L.P. (In re 240 North Brand Partners, Ltd.)</i> , 200 B.R. 653 (9th Cir. B.A.P. 1996). | 4 |
| <i>Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)</i> , 722 F.2d 1063 (2d Cir.1983). | 6 |
| <i>Community Thrift & Loan v. Suchy (In re Suchy)</i> , 786 F.2d 900 (9th Cir. 1985). | 8 |
| <i>Ewell v. Diebert (In re Ewell)</i> , 958 F.2d 276 (9th Cir.1992). | 8 |
| <i>Hargrave v. Twp. of Pemberton (In re Tabone, Inc.)</i> , 175 B.R. 855 (Bankr. D. N.J. 1994). | 6 |
| <i>Hollow Mgmt. Corp. v. Perry Hollow Mgmt. Co., Inc. (In re Perry Hollow Mgmt Co., Inc.)</i> , 297 F.3d 34 (1st Cir. 2002). | 10 |
| <i>Hower v. Molding Sys. Eng'g Corp.</i> , 445 F.3d 935 (7th Cir. 2006). | 10 |
| <i>In re Abbotts Dairies of Pennsylvania, Inc.</i> , 788 F.2d 143 (3d Cir.1986). | 8 |
| <i>In re Beker Industries Corp.</i> , 63 B.R. 474 (Bankr. S.D. N.Y. 1986). | 5 |
| <i>In re Borders Grp., Inc.</i> , 453 B.R. 459 (Bankr. S.D. N.Y. 2011). | 6 |
| <i>In re Buffalo Coal Co.</i> , 2006 WL 3359585 (Bankr. N.D. W. Va. Nov. 15, 2006). | 6 |
| <i>In re Consol. Auto Recyclers, Inc.</i> , 123 B.R. 130 (Bankr. D. Me. 1991). | 6 |
| <i>In re Ernst Home Ctr., Inc.</i> , 209 B.R. 974 (Bankr. W.D. Wa 1997). | 4 |
| <i>In re Global Crossing Ltd.</i> , 295 B.R. 726 (Bankr. S.D. N.Y. 2003). | 6 |
| <i>In re Hatfield Homes, Inc.</i> , 30 B.R. 353 (Bankr. E.D. Pa.1983). | 5 |
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| <i>In re R Star Rests., Inc.</i> , 2010 WL 3329814 (Bankr. C.D. Cal. June 29, 2010). | 6 |
| <i>In re Terrace Gardens Park P'ship</i> , 96 B.R. 707 (Bankr. W.D. Tex. 1989). | 5 |
| <i>In re Wilde Horse Enterprises, Inc.</i> , 136 B.R. 830 (Bankr. C.D. Cal.1991). | 4 |
| <i>Matter of Rouse</i> , 54 B.R. 31 (Bankr. W.D. Mo.1985). | 5 |
| <i>Paulman v. Gateway Venture Partners III, L.P. (In re Filtercorp, Inc.)</i> , 163 F.3d 570 (9th Cir. 1998). | 8 |
| <i>Romley v. Sun Nat'l Bank (In re Two S Corp.)</i> , 875 F.2d 240 (9th Cir. 1989). | 7 |
| <i>The Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)</i> , 242 B.R. 147 (D. Del. 1999). | 6 |

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| 1 | <i>The Official Comm. Of Unsecured Creditors of LTV Aerospace and Def. Co. v. LTV Corp. (In re Chateaugay Corp.)</i> , 973 F.2d 141 (2d Cir. 1992). | 6 |
| 2 | <i>U.S. v. Goodstein</i> , 883 F.2d 1362 (7th Cir.1989). | 4 |
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MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTUAL BACKGROUND

Debtor is an agricultural producer whose principal office is in Fillmore, California. Declaration of Guadalupe A. Guzman at ¶ 4.

Debtor's plan to emerge from this bankruptcy is to sell some of its land and personal property assets in sales pursuant to 11 U.S.C. § 363 and fund a plan with recoveries from pending litigation. Debtor has found a buyer the Asset and this Motion seeks to approve the Sale of the Asset. Declaration of Guadalupe A. Guzman at ¶ 5.

A. Offer Tendered By Buyer and Summary of its Terms

Negotiations have resulted in an offer by RM Auctions Inc. d.b.a RM Sotheby's (the "Buyer") to purchase the Asset. Attached to the Declaration of Guadalupe A. Guzman in support of the Motion is an Asset Purchase Agreement (the "Agreement") between Debtor and Buyer. Attached to the Declaration of Guadalupe A. Guzman in support of the Motion, as Exhibit "1," is an Asset Purchase Agreement (the "Agreement") between Debtor and Buyer. The purchase price indicated in the Agreement is \$2,555,000 with no financing contingency. Debtor has determined that the best means for it to obtain the most favorable recovery from the Sale of the Asset is to present Buyer as the initial offer to purchase and then allow overbidding for the Asset at a hearing on the Motion to Sell. Declaration of Guadalupe A. Guzman at ¶ 7.

Debtor now moves the Court for authority to sell the Asset. It is and will continue to market the Sale of the Asset to the automotive industry, automotive collectors and enthusiasts, and all other related parties, as detailed in the application to employ Icon Servicing, Inc. (the "Broker"), the Broker Debtor has retained to market the Sale of the Asset. This will give all potential purchasers notice of the Motion to Sell and give them the opportunity to out bid the Buyer. Debtor will make it best efforts to inform the market place of the terms for the Sale of the Asset and that the Sale subject to an opportunity for them to bid higher and better terms for the purchase of the Asset up until the time of the date of the hearing on the Motion to Sell. Declaration of Guadalupe A. Guzman ¶ 12.

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1 **II. COURT-APPROVAL OF SALE PROCEDURES**

2 On July 3, 2025, Debtor filed a Motion for an Order (1) Approving Sale and Overbidding an
3 Order (1) Approving Sale and Overbidding Procedures in Connection with the Sale of a 1990 Ferrari
4 F40, VIN ZFFMN34A9L0086230 (the “Asset”); (2) Setting a Hearing on the Motion to Sell; (3)
5 Approving the Form of Notice to be Provided to Creditors and Parties-in-Interest in Connection with
6 the Motion to Sell; and (4) Authorizing a Buy it Now Price to Sell the Asset Without Further Court
7 Order [Docket Number 63] (the “Motion to Approve Sale Procedures”). The Court granted the Motion
8 to Approve Sale Procedures in an order on July 15, 2025 [Docket Number 79]. In granting the Motion
9 to Approve Sale Procedures, the Court approved the Sale and overbid procedures in connection with
10 this Motion to Sell, which are set forth in the Sale Procedures Memorandum Regarding Asset of Santa
11 Paula Hay & Grain and Ranches (the “Sale Procedures Memorandum”), which is attached as Exhibit
12 “2” to the Declaration of Guadalupe A. Guzman, and approved the Breakup Fee to the Buyer in the
13 event the Buyer is not the Successful Bidder for the Asset. Declaration of Guadalupe A. Guzman at ¶
14 8.

15 **III. SUMMARY OF THE PROPOSED TERMS OF THE SALE OF THE ASSET**

16 By this Motion, Debtor seeks approval of the Sale of the Asset on the following terms:

17 **Terms of Offer for the Purchase of the Asset.** The material points in the Agreement are:

- 18 a. The Asset shall be sold by Debtor to Buyer for, \$2,555,000, or such higher amount as
19 may be offered at the hearing on the Motion to Sell; and
20 b. The offer to purchase the Asset by Buyer is subject to a higher and better offer being
21 made at the hearing on the Motion by any other party wishing to purchase the Asset.

22 This Court has approved both the procedures to qualify to bid on the Asset and the procedures
23 for approving the highest and best in the back up visits. A memorandum setting forth the procedures has
24 been approved by the Court and is attached to this Motion as Exhibit “2.”

25 **Court authorization to sell on “buy now” terms.** The Court has previously authorized Debtor
26 to offer the Asset for Sale on the Internet with “buy now terms.” The “buy now” terms is an
27 unconditional all-cash offer to purchase the Asset where is, as is without any representations or
28 warranties of any kind or nature whether express or implied for the immediately payable sum of five

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1 million dollars (\$5,000,000) subject to Court approval. If such offer is made before the hearing on this
2 Motion, this Motion seeks approval of such offer.

3 **Court Approval.** The Sale of the Asset is wholly contingent upon entry of a final, non-
4 appealable order by this Court approving the Purchase Agreement and the Sale of the Asset, authorizing
5 the transactions contemplated by the Purchase Agreement, directing payment of the purchase price, and
6 providing that the Asset will be conveyed by Debtor to Buyer or the successful bidder free and clear of
7 all claims, liens, interests, and encumbrances or interests of any kind.

8 The full terms of the Agreement are set forth in the Agreement and the Sale Procedures
9 Memorandum, which are attached to the declaration of Guadalupe A. Guzman as Exhibits “1” and “2,”
10 respectively. Declaration of Guadalupe A. Guzman at ¶¶ 7-8.

11 **IV. SECURED CLAIMS**

12 Debtor seeks authority to sell the Asset, with appropriate findings by the Court, to the Buyer or
13 the successful bidder free and clear of all liens (as defined in 11 U.S.C. § 101(37)), claims (as defined
14 in 11 U.S.C. § 101(5)), and interests (collectively, “Liens”), pursuant to 11 U.S.C. § 363(f). The Sale
15 shall be free and clear of the Liens and the Liens shall attach to the proceeds of the Sale to the same
16 priority, extent, and validity as they now attach to the Asset pursuant to 11 U.S.C. § 363(f). The
17 following Liens encumber the Asset:

18 a. **Ferrari Financial Services, Inc.** Payment of the estimated sum of \$548,782.28
19 as of July 8, 2025 in full satisfaction of its secured claim. This amount is estimated and will increase
20 prior to the sale of the Asset and the actual amount owed to Ferrari Financial Services, Inc. will be paid.
21 Declaration of Guadalupe A. Guzman at ¶ 9.

22 **V. ANTICIPATED TAX CONSEQUENCES OF THE SALE**

23 Debtor anticipates no major tax consequences of the proposed Sale of the Asset except that the
24 income received from the Sale of the Asset will be taxable as income. The adjusted basis in the Asset
25 is approximately \$1,300,000. Consequently, the Sale of the Asset at a price of \$2,555,000, which is the
26 opening bid amount, would result estimated income tax liabilities of approximately \$265,000,
27 assuming that Debtor’s rate of tax is the same as it has been historically. This amount will be increased
28 if the Asset sells for a higher price and/or if Debtor’s tax rate is higher than anticipated. Thus, this

1 amount is estimated and will not be known until the Asset is sold and the total income of Debtor for
2 2025 is determined. Declaration of Guadalupe A. Guzman at ¶ 10.

3 Consequently, the proceeds of the Sale will be more than ample to pay them with funds
4 remaining to distribute to creditors. Declaration of Guadalupe A. Guzman at ¶ 10.

5 **VI. 11 U.S.C. § 363(b)(1) ALLOWS THE DEBTOR-IN-POSSESSION TO SELL PROPERTY**
6 **OF THE ESTATE IN THE ORDINARY COURSE OF BUSINESS WITH THE COURT'S**
7 **APPROVAL AFTER NOTICE AND A HEARING; § 363(f) ALLOWS THE DEBTOR-IN-**
8 **POSSESSION TO SELL ESTATE PROPERTY FREE AND CLEAR OF ANY INTEREST**
9 **IN SUCH PROPERTY PROVIDED THE INTEREST HOLDER CONSENTS OR OTHER**
10 **CONDITIONS APPLY**

11 11 U.S.C. § 363(b)(1) provides that the Trustee (or Debtor-in-Possession pursuant to 11 U.S.C.
12 § 1107)¹ may, following “notice and a hearing,” sell “other than in the ordinary course of business,
13 property of the estate” 11 U.S.C. § 363(b)(1). “The requirements of section 363(b) protect the
14 creditor’s interest in the Asset of the estate.” *240 North Brand Partners, Ltd. v. Colony GFP Partners,*
15 *L.P. (In re 240 North Brand Partners, Ltd.),* 200 B.R. 653, 659 (9th Cir. B.A.P. 1996) (quoting *U.S. v.*
16 *Goodstein*, 883 F.2d 1362, 1367 (7th Cir.1989), *cert. denied*, 494 U.S. 1007, 110 S. Ct. 1305, 108 L.
17 Ed.2d 481 (1990) (citation omitted)). As a result, this Court has “considerable discretion” in deciding
18 whether to approve the sale of estate property by a debtor-in-possession provided the debtor-in-
19 possession provides a “sound business justification.” *Walter v. Sunwest Bank (In re Walter)*, 83 B.R.
20 14, 17 (9th Cir. B.A.P. 1988) (citations omitted); *accord In re Ernst Home Ctr., Inc.*, 209 B.R. 974, 979
21 (Bankr. W.D. Wa 1997).

22 In addition, the proposed sale must be in “good faith.” *In re Wilde Horse Enterprises, Inc.*, 136
23 B.R. 830, 841 (Bankr. C.D. Cal.1991) (citations omitted). “‘Good faith’ encompasses fair value, and
24 further speaks to the integrity of the transaction. Typical ‘bad faith’ or misconduct, would include
25 collusion between the seller and buyer, or any attempt to take unfair advantage of other potential
26 purchasers.” *Id.* at 842 (citation omitted).

27
28 ¹ 11 U.S.C. § 1107 states that “a debtor in possession shall have all the rights ... and
powers, and shall perform all the functions and duties ... of a trustee....”

Further, 11 U.S.C. § 363(f) allows the Debtor-in-Possession to sell estate property pursuant to § 363(b)(1) “free and clear of any interest in such property of an entity other than the estate,” provided that one of five conditions applies:

- a. applicable nonbankruptcy law allows a free and clear sale of the intended type of interest;
- b. the entity with an interest in the property consents to the sale;
- c. the interest is a lien and the price at which the property to be sold “is greater than the aggregate value of all liens on such property”;
- d. the interest is in “bona fide dispute” or;
- e. the entity with an interest in the property could be compelled to accept a monetary payment in a legal or equitable proceeding in lieu of its interest.

11 U.S.C. § 363(f)(1)-(5).

Here, it is clear that Sale of the Asset free and clear is in the best interests of the estate, the secured creditors, and the estate’s unsecured creditors.. The Court may approve a Sale free and clear of the lien of Ferrari Financial Services, Inc. 11 U.S.C. § 363(f)(3) provides that the Asset may be sold free and clear of any interests in the Asset if “such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property.” Using the definition of a secured claim in 11 U.S.C. § 506(a), which “equates such a claim to the value of the collateral securing the claim,” the Sale price need only exceed the value of the Lien. *In re Terrace Gardens Park P’ship*, 96 B.R. 707, 712 (Bankr. W.D. Tex. 1989) (citing *In re Beker Industries Corp.*, 63 B.R. 474 (Bankr. S.D. N.Y. 1986); *Matter of Rouse*, 54 B.R. 31 (Bankr. W.D. Mo.1985); *In re Hatfield Homes, Inc.*, 30 B.R. 353 (Bankr. E.D. Pa.1983); 11 U.S.C. § 506(a); 2 *Collier on Bankruptcy* ¶363.07 at pp. 363–31 et seq. (15th ed. 1987)); accord *In re Milford Grp., Inc.*, 150 B.R. 904, 906 (Bankr. M.D. Pa. 1992). Buyer has offered more than the total value of the Liens against the Asset. This shows that the sale price exceeds the value of the aggregate value of the liens securing the Ferrari Financial Services, Inc. claims because the sales proceeds will be at least \$2,555,000, while Ferrari Financial Services, Inc.

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1 is owed approximately \$548,782.28 as of July 8, 2025.²

2 A. **Any Secured Claimant That Does Not Timely Oppose a Proposed Sale of the Asset**
3 **Is Deemed to Have Consented to the Sale Pursuant to Section 363(f)(2).**

4 As set forth hereinabove, Section 363(f)(2) of the Bankruptcy Code authorizes a sale of estate
5 property free and clear of all Liens therein asserted by an entity if such entity consents to the sale. A
6 failure of a secured claimant to timely object to a proposed sale, after receiving proper notice of the sale,
7 is held to be satisfactory consent for the purposes of Section 363(f)(2). *See, e.g., In re R Star Rests.,*
8 *Inc.*, 2010 WL 3329814, at *4 (Bankr. C.D. Cal. June 29, 2010); *In re James*, 203 B.R. 449, 453 (Bankr.
9 W.D. Mo. 1997); *Hargrave v. Twp. of Pemberton (In re Tabone, Inc.)*, 175 B.R. 855, 858 (Bankr. D.
10 N.J. 1994) (citations omitted).

11 Consequently, the failure of any secured claimant to object to the proposed Sale of the Asset,
12 after receiving proper notice of this Motion to Sell, should be deemed to constitute its consent to the
13 Sale for the purposes of Section 363(f)(2). Therefore, if no objection is filed, this Court should deem
14 the failure to object as consent pursuant to Section 363(f)(2).

15 B. **Deference to Debtor's Business Judgment.**

16 A debtor may sell, outside of the ordinary course of the debtor's business, property of the
17 debtor's estate if the sale transaction is within the reasonable business judgment of the debtor. *See, e.g.,*
18 *In re Borders Grp., Inc.*, 453 B.R. 459, 473 (Bankr. S.D. N.Y. 2011) (citing *The Official Comm. Of*
19 *Unsecured Creditors of LTV Aerospace and Def. Co. v. LTV Corp. (In re Chateaugay Corp.)*, 973 F.2d
20 141, 144–45 (2d Cir. 1992); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722
21 F.2d 1063, 1072 (2d Cir. 1983); *In re Global Crossing Ltd.*, 295 B.R. 726, 743 (Bankr. S.D. N.Y.
22 2003)); *In re Buffalo Coal Co.*, 2006 WL 3359585, at *3 (Bankr. N.D. W. Va. Nov. 15, 2006).
23 Bankruptcy courts generally do not interfere with a debtor's exercise of its business judgment. *See, e.g.,*
24 *In re Consol. Auto Recyclers, Inc.*, 123 B.R. 130, 140 (Bankr. D. Me. 1991) (citations omitted); *The*
25 *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding*

26
27 ² While the amount owed to Ferrari Financial Services, Inc. will increase by the time of
28 the hearing on the Motion, it should not be material, and there will still be sufficient funds to pay Ferrari
Financial Services, Inc. in full.

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Corp.), 242 B.R. 147, 153 (D. Del. 1999) (citing *Collier on Bankruptcy* § 363.02 (15th ed. 1997)).

Here, Debtor has extensively marketed the Asset for sale and obtained the offer of Buyer, which is a fair price for the Asset. This Court can have confidence in the reasonableness of the business judgment of Debtor in selecting Buyer for the Sale of the Asset and should defer to this business judgment because Debtor is extensively marketing the Asset. Additionally, the auction will allow for any higher or better offer for the purchase of the Asset to be obtained at the hearing on the Motion to Sell. Therefore, this Court should authorize the Sale of the Asset. Declaration of Guadalupe A. Guzman at ¶¶ 6-12.

C. Fairness of Sale Price

Any successful bid for the Asset, including the offer of the Buyer, should be deemed a fair sale price for the Asset. The Ninth Circuit Court of Appeals has held “that the price paid at a commercially reasonable sale is the best evidence of [an asset’s] value.” *Romley v. Sun Nat’l Bank (In re Two S Corp.)*, 875 F.2d 240, 243 (9th Cir. 1989). The fair market price of an asset is the amount at which property would be sold as between a willing buyer and willing seller. *Id.* at 244 & n.4 (quoting *Black’s Law Dictionary* 536 (5th ed. 1979) (“By definition, when there has been a fair sale the purchase price reflects the fair market value of the asset.”)).

Here the amount of the offer of Buyer, the Debtor’s marketing of the Asset, and the fact that the Buyer is subject to higher and better offers show that the sale price for the Asset is fair. This Sale process provides the best assurance possible under the circumstances of this case that Debtor is obtaining a fair price for the Sale of the Asset. Declaration of Guadalupe A. Guzman at ¶¶ 6-12.

D. Adequacy of Notice of the Sale

Debtor seeks an order, with appropriate findings of the Court, approving the adequacy of notice given to creditors and parties-in-interest of the hearing on the Motion.

By this Motion to Sell, Debtor seeks this Court to approve the adequacy of the Notice of the Motion to Sell. As demonstrated by the declaration of Guadalupe A. Guzman, the manner and content of the Notice of the Motion to Sell was approved by the Court in connection with the Motion to Approve Sale Procedures. The form of Notice of the Motion to Sell approved by the Court was served on the following persons, as demonstrated by the proof of service for the Notice: (1) all creditors of the

1 bankruptcy estate; (2) all parties-in-interest in this case; (3) all entities who have requested special
2 notice in this case; (4) all parties that expressed interest in purchasing the Asset; (5) any other parties
3 that Debtor believes may have an interest in purchasing the Asset. Additionally, the Notice of the
4 Motion to Sell includes all information required by Local Bankruptcy Rule 6004-1(c)(3). Therefore,
5 the Court should approve the adequacy of the Notice of the Motion to Sell. Declaration of Guadalupe
6 A. Guzman at ¶ 11.

7 **VII. PURCHASER SHOULD BE DEEMED TO BE A GOOD FAITH PURCHASER**
8 **PURSUANT TO SECTION 363(m) OF THE BANKRUPTCY CODE**

9 Section 363(m) of the Bankruptcy Code provides as follows:

10 The reversal or modification on appeal of an authorization under subsection (b) or (c)
11 of this section of a sale or lease of property does not affect the validity of a sale or lease
12 under such authorization to an entity that purchased or leased such property in good
faith, whether or not such entity knew of the pendency of the appeal, unless such
authorization and such sale or lease were stayed pending appeal.

13 11 U.S.C. § 363(m).

14 A good faith purchaser under Section 363(m) is one who purchases for “value” and where there
15 is no fraud or collusion in the bidding process. *Paulman v. Gateway Venture Partners III, L.P. (In re*
16 *Filtercorp, Inc.)*, 163 F.3d 570, 577 (9th Cir. 1998) (quoting *Ewell v. Diebert (In re Ewell)*, 958 F.2d
17 276, 281 (9th Cir. 1992)). In *Paulman v. Gateway Venture Partners III*, the Ninth Circuit Court of
18 Appeals evaluated Section 363(m) as follows:

19 “[T]he bankruptcy court found that Gateway Lenders was a purchaser in good faith
20 for all purposes including 11 U.S.C. § 363(m). This finding is not clearly erroneous.
A good faith buyer ‘is one who buys “in good faith” and “for value.”’ *Ewell v.*
21 *Diebert (In re Ewell)*, 958 F.2d 276, 281 (9th Cir. 1992) (citing *In re Abbotts Dairies*
22 *of Pennsylvania, Inc.*, 788 F.2d 143, 147 (3d Cir. 1986)). “[L]ack of good faith is
[typically] shown by ‘fraud, collusion between the purchaser and other bidders or the
23 trustee, or an attempt to take grossly unfair advantage of other bidders.’” *Id.*
(quoting *Community Thrift & Loan v. Suchy (In re Suchy)*, 786 F.2d 900, 902 (9th
Cir. 1985)).

24 *Id.* (quoting *Ewell v. Diebert (In re Ewell)*, 958 F.2d 276, 281 (9th Cir. 1992)).

25 In this case, Buyer or the Successful Bidder should be deemed a good faith buyer pursuant to
26 Section 363(m) of the Bankruptcy Code. First, the Buyer or the Successful Bidder will provide “value”
27 for the purchase of the Asset pursuant to the terms of the Agreement. This value consists of a purchase
28 price of at least \$2,555,000. Second, there has been no fraud or collusion with respect to the Sale, or

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any manipulation with respect to the negotiation and Sale for the purchase of the Asset. Further, there is no connection between Debtor and the Buyer other than that Buyer has offered the highest and best price for the Asset. Declaration of Guadalupe A. Guzman at ¶ 13. The bidding procedures were Court-approved and fair, and there are no material impediments to bidding in this case that would have led to the failure to sell the Asset. As demonstrated by the declaration of Guadalupe A. Guzman, the proposed Sale of the Asset to the Buyer was negotiated at arm's-length with Debtor for a fair price. The terms of the Sale between Debtor and the Buyer with respect to the Asset are fully and completely disclosed in this Motion to Sell and its exhibits. The Buyer's offer reflects the best offer received by Debtor for the Asset and represents what Debtor believes is a fair price. Because this is the best offer for the Asset and is subject to overbid, the Court should approve the Sale of the Asset as a sale in the best interests of Debtor's estate. Accordingly, this Court can determine properly that the Buyer of the Successful Bidder is a good faith purchaser in accordance with the provisions of Section 363(m) of Bankruptcy Code.

VIII. DISTRIBUTION OF PROCEEDS.

The proceeds of the Sale shall be distributed as follows:

a. Payment to Ferrari Financial Services, Inc. All sums owing to Ferrari Financial Services, Inc. secured by any or all of the Asset shall be paid in full at the time of the Sale is completed, and Ferrari Financial Services, Inc. shall deliver lien free title to Buyer or the successful bidder. Payment is estimated to be \$548,782.28, which is the amount owing as of July 8, 2025, in full satisfaction of its secured claim. This amount is estimated and will increase prior to the sale of the Asset and the actual amount owed to Ferrari Financial Services, Inc. will be paid.

b. Payment to Broker. Payment of a percentage of the purchase price of the Asset to Icon Servicing, Inc. as follows: Icon Servicing, Inc. will receive a broker's commission consisting of: (1) a flat payment of \$30,000 as a guaranteed payment; and (2) a broker's commission consisting of either (a) an amount equal to seven and one half percent (7.5%) of any amount received for the purchase of the Asset in excess of \$2,550,000 or (b) an amount equal to nine percent (9%) of any amount received for the purchase of the Asset in excess of \$2,550,000 if the purchase price of the Asset is \$3,500,000 or more.

c. Sales Tax. Payment of all applicable sales taxes to the appropriate taxing agencies.

d. Department of Motor Vehicles and other California Transfer Fees. Any and all fees due and owing related to the Asset to the Department of Motor Vehicles and/or the State of California. Debtor had various fees and penalties due for non-payment, but Debtor also seeks approval of any other such fees that may be necessary for the transfer. These amounts are estimated to be between \$5,000 and \$15,000.

e. Remaining Proceeds to Debtor. After deduction of the items set forth above, which shall be paid at the close of Sale the remainder of the proceeds of the Sale will be paid to Debtor. Declaration of Guadalupe A. Guzman at ¶ 14.

IX. THE COURT HAS THE DISCRETION TO AND SHOULD WAIVE THE FOURTEEN-DAY PERIOD FOR THE EFFECTIVENESS OF THE SALE ORDER

Rule 6004(h) of the Federal Rules of Bankruptcy Procedure provides as follows:

An order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, *unless the court orders otherwise.*

Fed. R. Bankr. P. 6004(h) (emphasis added).

Bankruptcy courts have discretion on whether to waive the 14 day stay. *See, e.g., Hower v. Molding Sys. Eng'g Corp.*, 445 F.3d 935, 938 (7th Cir. 2006); *Hollow Mgmt. Corp. v. Perry Hollow Mgmt. Co., Inc. (In re Perry Hollow Mgmt Co., Inc.)*, 297 F.3d 34, 41 (1st Cir. 2002). As set forth more fully above and demonstrated by the declaration of Guadalupe A. Guzman, the circumstances of this case militate in favor of allowing the proposed Sale to close as soon as possible. Debtor wants to consummate the Sale expeditiously because any delay in the Sale will only increase the cost to Debtor and Debtor's creditors. Therefore, Debtor hereby requests that the Court order that the Sale of the Asset immediately upon entry of the order authorizing the Sale, and to waive the fourteen day stay of the order provided in Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d). Declaration of Guadalupe A. Guzman at ¶ 15.

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1 **X. CONCLUSION**

2 In sum, the Sale is the best imaginable outcome for the estate with respect to the Asset. The
3 Sale, if approved, will result in full payment to Ferrari Financial Services, Inc. with funds remaining for
4 unsecured creditors. Therefore, for good cause appearing, Debtor respectfully requests that this Court
5 grant the Motion and (1) authorize the Sale of the Asset, free and clear of all claims, liens and interests
6 pursuant to Section 363(f) of the Bankruptcy Code; (2) authorize the distribution of proceeds; and (3)
7 grant to Debtor such other and further relief as this Court deems just and appropriate under the facts and
8 circumstances of this case.

9 Respectfully submitted,

10 HABERBUSH, LLP

11
12 Dated: July 22, 2025

By: 

13 VANESSA M. HABERBUSH, ESQ., Attorneys for
14 Debtor and Debtor-in-Possession
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DECLARATION OF GUADALUPE A. GUZMAN

I, Guadalupe A. Guzman, hereby declare and state:

1. I am an individual over the age of 18 years. I have personal knowledge of the facts stated herein and if I were called as a witness would and could competently testify thereto, under penalty of perjury.

2. I am a general partner of Santa Paula Hay & Grain and Ranches, debtor and debtor-in-possession in the above-captioned case ("Debtor"). I personally participate in and have personal knowledge of all of Debtor's operations, finances, and activities. This declaration is given in support of the Motion for an order (1) authorizing the sale of the estate's interests in 1990 Ferrari F40, VIN ZFFMN34A9L0086230 (the "Asset"), free and clear of all claims and liens pursuant to 11 U.S.C. § 363; (2) Distribute Proceeds of the Sale; (3) Issue Findings of Good Faith Pursuant to 11 U.S.C. § 363(m); and (4) Waive the 14-Day Stay Provided by Federal Rule of Bankruptcy Procedure 6004(h) (the "Motion" and/or "Motion to Sell"). Unless otherwise defined, all defined terms used herein have the same meanings as those set forth in the Motion.

3. On March 12, 2025, Debtor filed a petition for Chapter 11 Bankruptcy. Since that time, I have continued as president and am responsible for Debtor's daily operations as a debtor in possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.

4. Debtor is an agricultural producer whose principal office is in Fillmore, California.

5. Debtor's plan to emerge from this bankruptcy is to sell some of its land and personal property assets in sales pursuant to 11 U.S.C. § 363 and fund a plan with the proceeds of the sales of these assets and with recoveries from pending litigation. Debtor has found a buyer the Asset and this Motion seeks approval to sell the Asset.

6. Subject to the approval of the Court, I intend cause Debtor to sell the Asset pursuant to 11 U.S.C. § 363 pursuant to the procedures for which Debtor sought approval in the Motion to Approve Sale Procedures.

7. Negotiations have resulted in an offer by RM Auctions Inc. d.b.a RM Sotheby's (the "Buyer") to purchase the Asset. Subject to this Court's approval, Debtor and Buyer have entered into

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1 an Asset Purchase Agreement (the "Agreement"). A true and correct copy of the Agreement is attached
2 hereto and incorporated herein, by this reference, as Exhibit "1." The purchase price indicated in the
3 Agreement is \$2,555,000 with no financing contingency. I, on behalf of Debtor, have determined that
4 the best means for it to obtain the most favorable recovery from the Sale of the Asset is to present Buyer
5 as the initial offer to purchase and then allow overbidding for the Asset at a hearing on the Motion to
6 Sell.

7 8. In order to create a fair, orderly, and competitive process for the bidding of the Asset,
8 Debtor proposed and the Buyer requested that the Court establish and approve the Sale and bidding
9 procedures as set forth in the Sale Procedures Memorandum Regarding the Asset and the Agreement.
10 A true and correct copy of the Sale Procedures Memorandum is attached hereto and incorporated herein,
11 by this reference, as Exhibit "2." To approve such procedures, on July 3, 2025, Debtor filed a Motion
12 for an Order (1) Approving Sale and Overbidding an Order (1) Approving Sale and Overbidding
13 Procedures in Connection with the Sale of a 1990 Ferrari F40, VIN ZFFMN34A9L0086230 (the
14 "Asset"); (2) Setting a Hearing on the Motion to Sell; (3) Approving the Form of Notice to be Provided
15 to Creditors and Parties-in-Interest in Connection with the Motion to Sell; and (4) Authorizing a Buy
16 it Now Price to Sell the Asset Without Further Court Order [Docket Number 63] (the "Motion to
17 Approve Sale Procedures"). The Court granted the Motion to Approve Sale Procedures in an order on
18 July 15, 2025 [Docket Number 79]. In granting the Motion to Approve Sale Procedures, the Court
19 approved the Sale and overbid procedures in connection with this Motion to Sell, which are set forth
20 in the Sale Procedures Memorandum, which is attached hereto and incorporated herein, by this
21 reference, as Exhibit "2."

22 9. Based on the books and records of Debtor and the records on file with the Department
23 of Motor Vehicles, I believe that there is only one Lien against the Asset. I received a payoff demand
24 from Ferrari Financial Services, Inc. as of July 8, 2025. Thus, I believe the following Liens encumber
25 the Asset:

26 a. Ferrari Financial Services, Inc. Payment of the estimated sum of
27 \$548,782.28 as of July 8, 2025 in full satisfaction of its secured claim. This amount is estimated and will
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1 increase prior to the sale of the Asset and the actual amount owed to Ferrari Financial Services, Inc. will
2 be paid.

3 10. I, on behalf of Debtor, have consulted with the accountants for Debtor in order to
4 determine the tax consequences of the Sale of the Asset. Based on those conversations, I, on behalf of
5 Debtor, anticipate no major tax consequences of the proposed Sale of the Asset except that the income
6 received from the Sale of the Asset will be taxable as income. I am informed that the adjusted basis in
7 the Asset is approximately \$1,300,000. Consequently, based on my communications with the
8 accountant, the Sale of the Asset at a price of \$2,555,000, which is the opening bid amount, would result
9 estimated income tax liabilities of approximately \$265,0000, assuming that Debtor's rate of tax is the
10 same as it has been historically. This amount will be increased if the Asset sells for a higher price and/or
11 if Debtor's tax rate is higher than anticipated. Thus, this amount is estimated and will not be known until
12 the Asset is sold and the total income of Debtor for 2025 is determined. Consequently, the proceeds of
13 the Sale will be more than ample to pay them with funds remaining to distribute to creditors.

14 11. Debtor's attorneys prepared a notice for the hearing on the Motion to Sell to be served
15 on creditors and parties-in-interest in connection with the hearing on the Motion to Sell. The notice of
16 the hearing on the Motion to Sell was approved as part of the Sale Procedures Motion. Debtor's
17 attorneys have also prepared a proposed Notice of Sale of Estate Property, Form 6004-
18 2.NOTICE.SALE, as required by Local Bankruptcy Rule 6004-1(f), to make the notice of the hearing
19 on the Motion to Sell publically available. Both of these notices are being filed and served as indicated
20 by the Court records. I believe that these two notices will help ensure that the Sale of the Asset will
21 receive as much exposure as possible under the circumstances, and will further ensure a level playing
22 field in the Sale process. I believe that the two notices are well designed to attract the most interest in
23 the acquisition of the Asset, and thereby maximize the value of the Asset, and is sufficient under the
24 circumstances of this case.

25 12. In addition to the notices indicated above, Debtor is in the process of obtaining an order
26 to employ Icon Servicing, Inc., and Thomas C. Lawson of Icon Servicing, Inc. (the "Broker"), to serve
27 as its broker for the Sale of the Asset. Broker has developed a comprehensive marketing strategy to
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1 generate interest in the Asset. It is and will continue to market the Sale of the Asset to the automotive
2 industry, automotive collectors and enthusiasts, and all other related parties, as detailed in the
3 application to the Broker. This will give all potential purchasers notice of the Motion to Sell and give
4 them the opportunity to out bid the Buyer. Debtor will make it best efforts to inform the market place
5 of the terms for the Sale of the Asset and that the Sale subject to an opportunity for them to bid higher
6 and better terms for the purchase of the Asset up until the time of the date of the hearing on the Motion
7 to Sell.

8 13. Neither I nor Debtor or any of its partners, officers, directors, or employees have any
9 connection with the Buyer other than that it has provided the highest and best offer to purchase the Asset
10 and entered into the Agreement with Debtor.

11 14. The Motion requests that the proceeds of the Sale shall be distributed as follows:

12 a. Payment to Ferrari Financial Services, Inc. All sums owing to Ferrari Financial
13 Services, Inc. secured by any or all of the Asset shall be paid in full at the time of the Sale is completed,
14 and Ferrari Financial Services, Inc. shall deliver lien free title to Buyer or the successful bidder.
15 Payment is estimated to be \$548,782.28, which is the amount owing as of July 8, 2025, in full
16 satisfaction of its secured claim. This amount is estimated and will increase prior to the sale of the Asset
17 and the actual amount owed to Ferrari Financial Services, Inc. will be paid.

18 b. Payment to Broker. Payment of a percentage of the purchase price of the Asset
19 to Icon Servicing, Inc. as follows: Icon Servicing, Inc. will receive a broker's commission consisting of:
20 (1) a flat payment of \$30,000 as a guaranteed payment; and (2) a broker's commission consisting of
21 either (a) an amount equal to seven and one half percent (7.5%) of any amount received for the purchase
22 of the Asset in excess of \$2,550,000 or (b) an amount equal to nine percent (9%) of any amount received
23 for the purchase of the Asset in excess of \$2,550,000 if the purchase price of the Asset is \$3,500,000
24 or more.

25 c. Sales Tax. Payment of all applicable sales taxes to the appropriate taxing
26 agencies.

27 d. Department of Motor Vehicles and other California Transfer Fees. Any and all
28


1 fees due and owing related to the Asset to the Department of Motor Vehicles and/or the State of
2 California. Debtor had various fees and penalties due for non-payment. but Debtor also seeks approval
3 of any other such fees that may be necessary for the transfer. These amounts are estimated to be between
4 \$5,000 and \$15,000.

5 e. Remaining Proceeds to Debtor. After deduction of the items set forth above,
6 which shall be paid at the close of sale the remainder of the proceeds of the sale will be paid to Debtor.

7 15. The circumstances of this case militate in favor of allowing the proposed Sale to close
8 as soon as possible. Debtor wants to consummate the Sale expeditiously because any delay in the Sale
9 will only increase the cost to Debtor and Debtor's creditors. Therefore, Debtor hereby requests that the
10 Court order that the Sale of the Asset immediately upon entry of the order authorizing the Sale and
11 assignment of the lease, and to waive the fourteen day stay of the order provided in Federal Rules of
12 Bankruptcy Procedure 6004(h) and 6006(d).

13 EXECUTED THIS 22 DAY OF JULY 2025, AT FILMORE, CALIFORNIA.

14 I declare under penalty of perjury that the foregoing is true and correct.

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16 
17 Guadalupe A. Guzman
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ASSET PURCHASE AGREEMENT

among

SANTA PAULA HAY & GRAIN AND RANCHES

as Debtor-In-Possession

and

RM AUCTIONS, INC.

DATED AS OF JUNE 30, 2025

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of June 30, 2025 by and among Santa Paula Hay & Grain and Ranches, a general partnership, as debtor-in-possession (referred to herein as "Seller" or "Debtor"), Case No. 9:25-bk-10314-RC (the "Bankruptcy Case"), in the United States Bankruptcy Court for the Central District of California, Northern Division (the "Bankruptcy Court"), and RM Auctions Inc. d.b.a RM Sotheby's, a Delaware Corporation, or its permitted designee ("Purchaser"). Purchaser and Seller shall be collectively referred to as the "Parties."

RECITALS

WHEREAS, on March 12, 2025 (the "Commencement Date"), the Seller commenced the Bankruptcy Case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (as defined in Article 1 hereof) with the Bankruptcy Court;

WHEREAS, Seller is continuing to manage its affairs as debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Seller wishes to sell, transfer, convey, assign, and deliver to Purchaser, in accordance with Sections 363 and 365 and the other applicable provisions of the Bankruptcy Code, the Purchased Asset (as hereinafter defined);

WHEREAS, Purchaser wishes to purchase and take delivery of the Purchased Asset;

WHEREAS, the Purchased Asset will be sold free and clear of all liens and encumbrances pursuant to a Sale Order (as defined in Article 1 hereof) of the Bankruptcy Court approving such sale under Section 363 of the Bankruptcy Code; and

WHEREAS, all of the obligations of the Seller under this Agreement are conditioned upon, among other things, the approval of the Bankruptcy Court in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. For purposes of this Agreement and any schedules hereto or other Transaction Documents, the following terms shall have the following meanings:

"Alternate Bidder" means a "Qualified Bidder" (as defined in the Sale Procedures Order) who makes an Alternate Bid (as defined in the Sale Procedures Order).

"Auction" has the meaning set forth in the Sales Procedure Order.

"Bankruptcy Code" means 11 U.S.C. Section 101, *et. seq.*, and any amendments thereof operative at the time of the Bankruptcy Case.

"Debtors' Counsel" means Haberbush, LLP.

"End Date" means the second (2nd) business day after expiration of the 14-day appeal period following entry of the Sale Order.

"Deposit Account" means the account designated by the Escrow Holder for holding Deposits.

"Escrow Holder" means Debtor's Counsel, Haberbush, LLP.

"Final Order" means an order or judgment, entered by a court of competent jurisdiction, that remains in full force and effect and has not been reversed, or amended or modified in a manner that is materially inconsistent with the terms and conditions set forth in this Agreement, and as to which (i) no stay is in effect, (ii) the time to seek rehearing, file a notice of appeal or seek other review has expired, and (iii) no appeal or request for rehearing or other review is pending.

"Governmental Authority" means any federal, state, provincial, municipal and foreign governmental entity, authority, or agency, or any other political subdivision, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.

"Hearing Deadline" means the date for the hearing on the Sale Motion which, unless extended by order of the Bankruptcy Court or mutual agreement of the Parties, shall be no later than thirty (30) days after entry of the hearing on the Sales Procedures Order, unless the Bankruptcy Court cannot accommodate a sooner hearing and, in that case, at the earliest time the Bankruptcy Court can conduct a hearing on the Sale Motion.

"Interests" has the meaning given such term in Section 363(f) of the Bankruptcy Code.

"Law" means any federal, state, provincial, local or foreign statute, law, ordinance, regulation, rule, code, order, case law decision or other requirement or rule of law.

"Lien" or "Liens" means any security interests, mortgages, Interests, liens, pledges, charges, encumbrances and other rights or claims of third parties against the Purchased Asset.

"Material Adverse Effect" means any state of facts, change, event, effect, development, condition, circumstance or occurrence (when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences), that has had or would reasonably be expected to have an effect that (a) is materially adverse to the operation or condition of the Purchased Asset or (b) would materially impair the Seller's or Purchaser's ability to perform its obligations.

"Party" means any signatory to this Agreement.

"Person" means any corporation, partnership, limited liability company, joint venture, business association, Governmental Authority, entity, or individual.

"Procedures Motion" means a motion filed with the Bankruptcy Court seeking entry of an order approving the bid procedures for a sale to Purchaser or an alternative bidder.

"Purchased Asset" means a 1990 Ferrari F40, VIN ZFFMN34A9L0086230, that constitutes property of Seller's bankruptcy estate pursuant to Section 541 of the Bankruptcy Code.

"Related Party" means any officer, director, manager or equity holder of Seller, or any member of the immediate family of the foregoing.

"Sale Motion" means the motion described in Section 5.2 for entry of a Sale Order seeking, *inter alia*, authority for the Seller to sell and assign, among other things, the Purchased Asset to Purchaser.

"Sale Order" means an order granting the Sale Motion substantially in the form of Exhibit A attached hereto and otherwise in a form reasonably acceptable to Purchaser and the Seller, which order shall authorize the Seller to sell and assign the Purchased Asset to Purchaser in accordance with the terms and conditions of this Agreement.

"Sale Procedures Order" means an order entered by the Bankruptcy Court granting the Procedures Motion and approving the bid procedures set forth therein, substantially in the form of Exhibit B attached hereto and otherwise in form acceptable to Purchaser and Seller.

"Transaction Documents" means this Agreement, the schedules and exhibits to the Agreement, and any other documents necessary for consummating the Agreement.

"Target Closing Date" means thirty (30) days after the entry of the Sales Procedures Order.

Other Defined Terms. For purposes of this Agreement other capitalized terms used in this Agreement have the meanings ascribed to them elsewhere in this Agreement.

Other Meanings. Unless the context of this Agreement clearly requires otherwise, (a) "or" has the inclusive meaning frequently identified with the phrase "and/or," (b) "including" has the inclusive meaning frequently identified with the phrase "including, but not limited to," (c) references to "hereof," "hereunder" or "herein" or words of similar import relate to this Agreement, and (d) any reference to the singular shall include the plural.

ARTICLE 2

PURCHASE AND SALE

2.1 Sale of Purchased Asset. Except as otherwise provided and subject to the terms and conditions set forth in this Agreement, the Seller agrees to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser agrees to purchase from the Seller at the Closing (as defined in Section 7.1 hereof), all of the Seller's respective right, title and interest in and to the Purchased Asset, free and clear of all Liens.

ARTICLE 3

DESCRIPTION OF PURCHASED ASSET

3.1 Purchased Asset. On and subject to the terms and conditions of this Agreement, Purchaser agrees to purchase from the Seller, and the Seller agree to sell to Purchaser, all of the Purchased Asset for the Purchase Price. At the Closing, the Purchased Asset shall be sold, transferred and conveyed to Purchaser, free and clear of all Liens, and Purchaser will purchase, acquire, and accept for the Purchase Price, the Purchased Asset, free and clear of all Liens.

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ARTICLE 4

PURCHASE PRICE

4.1 Purchase Price. The purchase price for the Purchased Asset shall be an amount equal to Two Million Five Hundred and Fifty-Five Thousand and 00/100 Dollars (\$2,555,000.00) (the "Purchase Price") payable in immediately available cash funds.

4.2 Deposit; Closing Payments.

(a) Purchaser shall fund the deposit in two installments. The first installment, in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000), shall be deposited into the Deposit Account in immediately available funds within five (5) business days following execution of this Agreement. The second installment, also in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000), shall be deposited into the Deposit Account no later than the Deposit Deadline (defined below), provided that the Purchaser is selected as the "stalking horse bidder." The two installments, collectively, shall constitute the "Deposit." Except as otherwise provided herein, the Deposit shall be applied to the obligations of Purchaser hereunder.

(b) Except as provided in Section 4.3, below, Two Hundred Thousand Dollars (\$200,000) of the Deposit shall become non-refundable upon entry by the Bankruptcy Court of the Sale Procedures Order.

(c) At the Closing, subject to Articles 4 and 5 hereof, the Deposit, together with all interest accrued thereon, shall be credited and applied toward payment of the Purchase Price, and the Escrow Holder shall deliver the Deposit to the Seller.

(d) The balance of any cash portion of the Purchase Price payable at Closing shall be paid by Purchaser by wire transfer of immediately available funds to the Escrow Holder.

4.3 Application or Return of Deposit. The Deposit, together with all interest accrued thereon, shall either be applied to the payment of the Purchase Price hereunder or returned to the Purchaser upon the occurrence of any of the following: (i) the sale of the Purchased Asset is approved by the Bankruptcy Court but the transaction terminates by virtue of any wrongful action or inaction of the Seller, or for any other reason not caused by or attributable to any material breach, default, or failure to perform by the Purchaser, (ii) the Sale Order has not been entered and become a Final Order prior to September 30, 2025, or (iii) Purchaser is not the Successful Bidder. For the avoidance of doubt, in the event that any of the conditions set forth in clauses (i), (ii), or (iii) above occurs—including, without limitation, if the Sale Order does not become a Final Order on or before September 30, 2025, or if Purchaser is not selected as the Successful Bidder by such date—the Escrow Holder shall return the entire Deposit, together with all interest accrued thereon, to the Purchaser within five (5) days after the occurrence of such event. The Parties hereto agree that in the event of a breach of this Agreement by Purchaser,

Seller's damages will difficult if not impossible to ascertain at the time of the making of this Agreement. Therefore, notwithstanding that all conditions precedent in Articles 12 and 13 have been met and the Sale Order has become a Final Order, if Purchaser is unwilling or unable to consummate the sale and perform the obligations required upon closing, Two Hundred Thousand Dollars (\$200,000) of the Deposit shall be non-refundable and shall immediately be released and paid by the Escrow Holder to the Seller as liquidated damages and shall be Seller's sole remedy.

ARTICLE 5

PROCEDURES AND APPROVALS

5.1 Due Diligence. The Seller shall make the Purchased Asset available to Purchaser for inspection including, at a minimum, one (1) inspection to be conducted no later than two (2) days prior to the Auction, for the purpose of confirming that the condition of the Purchased Asset has not materially changed from its condition during any prior inspection (the "Final Inspection").

5.2 Bankruptcy Court Proceedings.

(a) On or before July 7, 2025, the Seller shall file with the Bankruptcy Court a Procedures Motion seeking entry of a Sale Procedures Order approving the bid procedures described herein. The Seller shall have until forty (40) days after the entry of the Sales Procedures Order to obtain entry of a Sale Order that includes the provisions described in subsection (b) below (unless waived by Purchaser) and is otherwise in a form reasonably acceptable to Purchaser and the Seller.

(b) Purchaser will not be entitled to a Break-Up Fee in the event it is not the Successful Bidder (as defined hereinbelow).

(c) The Sale Procedures Order shall contain the provisions set forth in Exhibit B attached hereto.

(i) Subject to Section 5.2 (c)(iv) and Section 5.2 (d) below, Seller will conduct an auction with respect to the sale of the Purchased Asset at the hearing on the Sale Motion (the "Auction"). The terms of this Agreement will be the opening bid. The first bid over the Purchaser's offer will be not less than the Purchaser's opening bid, plus the first overbid of \$45,000. Qualified Bidders (as defined herein below), including the Purchaser, shall have the opportunity to make overbids. All subsequent overbids after the first overbid shall be in minimum increments of at least \$10,000 higher than the previous bid;

(ii) Any person or entity who desires to participate in the Auction for the purchase of the Purchased Asset must qualify to be an authorized bidder ("Qualified

Bidder"). In order to become a Qualified Bidder, a bidder must satisfy the following requirements:

A. Deliver the Deposit of \$500,000 to the Escrow Holder no later than three (3) business days prior to the Auction (the "Deposit Deadline"), which the Escrow Holder shall confirm as good funds;

B. Execute and deliver an offer on terms substantially identical to those of this Agreement (the "Overbid Agreement") to Escrow Holder, so that it is received prior to the Deposit Deadline, except that:

1. The monetary deposit shall be a single installment in the amount of \$500,000;

2. The purchase price shall be not less than Two Million Six Hundred thousand and 00/100 (\$2,600,000);

3. The offer will not be subject to any contingencies and will not be subject to the satisfaction of any conditions except approval of the offer/bid as the highest or otherwise best bid by the Bankruptcy Court; and

4. Such offer shall provide for the consummation of all transactions described therein on or before the End Date.

(iii) A Qualified Bidder will be entitled to obtain a refund of its Deposit (1) upon the Qualified Bidder's giving written notice of its intent not to be a bidder at the Auction to Escrow Holder prior to the Deposit Deadline; or (2) if the Qualified Bidder is not the Successful Bidder (defined herein below).

(iv) The Purchaser and any other Qualified Bidder will be permitted to bid to purchase the Purchased Asset at the Auction, which will take place at the hearing on the Sale Motion. The party who, based on the Debtor's business judgment, makes the highest or otherwise best offer to purchase the Purchased Asset shall be the successful bidder (the "Successful Bidder"). If no Qualified Bidder submits a qualified bid other than the bid made by this Agreement, then the Debtor will not hold the Auction and the Purchaser will be deemed the Successful Bidder and the Agreement will be deemed the Successful Bid (as defined below).

(v) Upon the conclusion of the Auction, Debtor, with approval from the Bankruptcy Court at the hearing on the Sale Motion, will select the successful bid for the Purchased Asset (the "Successful Bid") as the highest or otherwise best offer received for purchase of the Purchased Asset. The Debtor and the Successful Bidder shall close the sale of the Purchased Asset no later than the End Date. In the event the Successful Bidder fails to timely close the sale, the Bankruptcy Court will have determined which unsuccessful bidders (the "Back-Up Bidder(s)"), in order of priority and with reference to the favorableness to Debtor's bankruptcy estate (the "Priority of Overbids"), shall be bound and have the right to purchase the

Purchased Asset for the amount of their last bid (the "Back-Up Bid"), without any need for further order of the Bankruptcy Court. If a Successful Bidder fails to timely close the sale of the Purchased Asset, the next highest or otherwise best Back-Up Bid, as determined by the Bankruptcy Court, will instead be deemed to be the Successful Bid with respect to the sale of the Purchased Asset, without any need for further order of the Bankruptcy Court. Should such Back-Up Bidder fail to close the sale within ten (10) calendar days after notification its offer is the winning bid by Escrow Holder, its liquidated damages of \$200,000 shall be forfeit to Debtor. The process of accepting the next Back-Up Bidder in the Priority of Overbids shall require such Back-Up Bidder to close the sale within ten (10) calendar days after the notification by Escrow Holder that it is the Successful Bidder. Escrow holder shall repeat the process with each Back-Up Bidder until the sale is closed or all Back-Up Bidders have failed to perform. Once the Successful Bidder or a Back-Up Bidder closes the sale, all other Back-Up Bidders' monetary deposits shall be returned to them by Escrow Holder within two (2) business days after the closing of the sale of the Purchased Asset, but in no event later than thirty (30) days after the hearing on the Sale Motion without the consent of the Back-Up Bidder. Notwithstanding anything herein to the contrary, the Purchaser will not, and may not, be designated a Back-Up Bidder unless the Purchaser otherwise agrees to be a Back-Up Bidder in writing

(vi) Except as provided expressly to the contrary in paragraph 5(b)(v) hereof, all Deposits provided to Escrow Holder by Court-Approved Back-Up Bidders will be retained by Escrow Holder, and all Court-Approved Back-Up Bidders' Bids will remain open, notwithstanding the Bankruptcy Court's approval of the sale of the Purchased Asset to the Successful Bidder or a Back-Up Bidder, until two (2) business days after the closing of the sale of the Purchased Asset, but in no event later than thirty (30) calendar days after the hearing on the Sale Motion without the consent of the Back-Up Bidder; provided, however, that Escrow Holder will return, within seven (7) calendar days after the hearing on the Sale Motion, all Deposits provided by a Qualified Bidder if the Bankruptcy Court determines that the Qualified Bid is not viable as a Back-Up Bid.

(vii) Seller's obligation to consummate the sale of the Purchased Asset to the Successful Bidder will arise only when the Bankruptcy Court approves the proposed sale of the Purchased Asset at the hearing on the Sale Motion and the Successful Bidder tenders in full the purchase price for the Purchased Asset and otherwise complies with its obligations under the Agreement. Seller reserves the right, in the exercise of its sole and absolute discretion, to decline to sell the Purchased Asset in the event that the Buyer does not timely consummate its proposed purchase of the Purchased Asset in breach of the terms of this Agreement.

(viii) Unless an alternate date is agreed to by the Seller and Purchaser or Seller and the Successful Bidder other than Purchaser, the Closing shall occur no later than the End Date; and

(d) In addition to the Sale Procedures indicated above in Section 5.2(c), Seller shall also have an option for purchasers to buy the Purchased Asset immediately for five million dollars (\$5,000,000) (the "Buy It Now Option"). In the event a party elects to purchase the Purchased Asset through the Buy It Now Option, the Overbidding Procedures specified in Section 5.2(c) will not apply.

(e) The Seller shall promptly provide notice of any hearing on the Sale Motion, or any other matter before the Bankruptcy Court relating to this Agreement, in each case as required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules of the Central District of California or as otherwise ordered by the Bankruptcy Court, including to (i) all Persons that have asserted Liens in the Purchased Asset, (ii) all Taxing and Governmental Authorities and environmental authorities in jurisdictions applicable to Seller, and (iii) all employees, independent contractors and former employees and independent contractors which Seller believes may have a claim or a basis for a claim in the Bankruptcy Cases, (iv) all creditors identified on the schedules to the Bankruptcy Court filings, (v) the U.S. Trustee, (vi) counsel to the Purchaser, and (vii) all other parties that have requested special notice in the Bankruptcy Case, all other parties listed on the master mailing list, and all other Persons Seller believes may have an interest in bidding on the Purchased Asset. Seller shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court, which filings shall be submitted, to the extent practicable, to Purchaser prior to their filing with the Bankruptcy Court for Purchaser's prior review.

(f) The Parties shall consult with each other regarding pleadings that any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably effect, the Bankruptcy Court's approval of, as applicable, the Sales Procedures Order and the Sale Order. Seller shall promptly provide Purchaser and its counsel with copies of all notices, filings, and orders of the Bankruptcy Court that Seller has in its possession (or receives) pertaining to the Procedures Motion, the Sale Procedures Order, the Sale Motion, and the Sale Order, or any other order related to any of the transactions contemplated by this Agreement, but only to the extent such papers are not publicly available on the docket of the Bankruptcy Court or otherwise made available to Purchaser and its counsel. Seller shall not seek any modification to the Sales Procedures Order or the Sale Order by the Bankruptcy Court or any other Governmental Entity of competent jurisdiction to which a decision relating to the Seller's Chapter 11 Case has been appealed, in each case, without the prior written consent of Purchaser.

(g) If the Sales Procedure Order, the Sale Order, or any other orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Sales Procedures Order, the Sale Order, or other such order), subject to rights otherwise arising from this Agreement, Seller shall use commercially reasonable efforts to

defend such appeal, petition, or motion and obtain an expedited resolution of any such appeal, petition or motion to the extent reasonably possible.

5.3 Certain Bankruptcy Undertakings by the Seller.

(a) Purchaser and Seller will use their commercially reasonable efforts to take all actions and do all things necessary or appropriate to comply with and satisfy the terms and conditions of this Agreement and consummate the transactions contemplated by this Agreement. With the cooperation of the Seller, Purchaser will: bear the burden of providing the evidence to establish Purchaser is a good faith purchaser; and cooperate with the Seller to comply with the terms and conditions of and consummate the transactions contemplated by this Agreement, and Purchaser will not interfere, directly or indirectly, with such efforts by the Seller.

(b) From and after the date hereof, except as ordered by the Bankruptcy Court, the Parties agree to use their commercially reasonable efforts to neither take any action, nor fail to take any action, which action or failure to act would reasonably be expected to (i) prevent or impede the consummation of the transactions contemplated by this Agreement in accordance with the terms and conditions of this Agreement and the proposed Sale Order; or (ii) with respect to the Sale Procedures Order or the Sale Order, result in (A) the reversal, avoidance, revocation, vacating, or modification (in any manner that would reasonably be expected to materially and adversely affect Purchaser's or Seller's rights hereunder) of the Sale Procedures Order or the Sale Order, or (B) the entry of a stay pending appeal.

(c) If the Sale Procedures Order, the Sale Order, or any other order of the Bankruptcy Court relating to this Agreement shall be appealed (or a petition for certiorari or motion for rehearing or reargument shall be filed with respect thereto), and, as a result thereof and Purchaser elects not to proceed with a Closing by providing written notice to the Seller within two (2) business days following the filing of such appeal, petition for certiorari, or motion for rehearing or reargument, then Purchaser's Deposit shall be refunded in full within five (5) days. If, however, Purchaser elects to proceed with a Closing under the circumstances, then Seller shall contest any such appeal, petition for certiorari or motion for rehearing or reargument and shall take all steps as may be reasonable and appropriate to defend against such appeal, petition or motion, and shall endeavor to obtain an expedited resolution thereof.

ARTICLE 6

INSTRUMENTS OF TRANSFER AND ASSUMPTION

6.1 Transaction Documents. Upon satisfaction or waiver of all conditions to the Parties' obligation to close, set forth in Articles 12 and 13, and Seller's receipt of the payment of the Purchase Price at the Closing, title to and possession of the Purchased Asset shall immediately pass to Purchaser, and, within one (1) business day following the conclusion of the

hearing on the Sale Motion, the Seller shall deliver to Purchaser a bill of sale with respect to the Purchased Asset.

ARTICLE 7

CLOSING

7.1 Closing Date. Subject to the terms and conditions hereof, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Debtors' Counsel, 444 West Ocean Blvd., Suite 1400, Long Beach, CA 90802, on the date (the "Closing Date") which is the later of: (i) the first (1st) business day following the date on which all conditions to Closing set forth in Articles 12 and 13 hereof have been satisfied or waived, or (ii) the End Date, unless Purchaser and the Seller agree in writing to a later date.

ARTICLE 8

SELLER'S REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties. Seller represents and warrants (and, as necessary, acknowledges) to Purchaser that the statements contained in this Article 8 are true, correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement in this Section). Any and all representations and warranties made by Seller herein, or otherwise in connection with the transactions contemplated herein, will lapse and terminate and be of no further force or effect following the Closing.

8.2 Organization, Qualification and Corporate Power. Seller is duly organized and validly existing under the Laws of Seller's state of organization, and Seller has all necessary power and authority to own and operate its properties and to carry on its business as it is now being conducted, and, subject to obtaining Bankruptcy Court approval as contemplated herein, to carry out the transactions contemplated by this Agreement. Seller has the power and authority to execute and deliver and, subject to entry of the Sale Order, perform its obligations under this Agreement, and to undertake the transactions contemplated hereby.

8.3 Authorization, Execution and Delivery of Agreement. Subject to obtaining the Sale Order and pursuant thereto, the execution, delivery, and performance of this Agreement by Seller in accordance with their terms, and the sale or assignment of the Purchased Asset to Purchaser in accordance therewith, have been duly and validly authorized and approved by all necessary action on the part of Seller. Subject to obtaining the Sale Order and pursuant thereto, Seller will have full power, right and authority to sell and convey to Purchaser the Purchased

Asset. This Agreement is, and will be as of the Closing Date, the legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms.

8.4 Title to and Condition of Purchased Asset. The Purchased Asset constitutes property of Seller's bankruptcy estate as provided in Section 541 of the Bankruptcy Code, and, subject to the entry of the Sale Order, Seller has the valid and enforceable right to transfer, sell and assign to Purchaser the Purchased Asset, free and clear of all Liens.

8.5 Condition of the Purchased Asset Post-Inspection. From the time of Purchaser's Final Inspection through the conclusion of the Auction, Seller will not make any modifications, alterations, or material changes to the Purchased Asset, and the condition of the Purchased Asset will remain materially the same as ascertained by Purchaser during the Final Inspection.

8.6 No Violation of Laws or Agreements. Assuming that the Bankruptcy Court enters the Sale Order, the execution and delivery by Seller of this Agreement and other documents contemplated hereby to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated herein will not violate, in any material respect, any statute or Law or any judgment, decree, order, regulation, or rule of any court or governmental authority to which Seller is subject or any contract, instrument, or other agreement to which Seller is a party.

8.7 Governmental Approvals. Other than entry of the Sale Order, there are no governmental approvals required as a precondition to Seller's consummation of the transactions contemplated by this Agreement.

8.8 No Other Representations or Warranties. Except for the representations and warranties contained in this Article 8, neither Seller nor any other Person makes (and Purchaser is not relying upon) any other express or implied representation or warranty with respect to Seller, the Business, the Purchased Asset (including the value, condition, or use of the Purchased Asset), or the transactions contemplated by this Agreement, and Seller disclaims any other representations or warranties, whether made by Seller, any affiliate of Seller or any of their respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in this Article 8, Seller (i) expressly disclaims and negates any representation or warranty, express or implied, at common law, by statute or otherwise, relating to the condition of the Purchased Asset (including any implied or expressed warranty of title, merchantability or fitness for a particular purpose).

ARTICLE 9

PURCHASER'S REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties. Purchaser represents and warrants (and, as necessary, acknowledges) to the Seller that the statements contained in this Article 9 are true,

correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 9).

9.2 Organization; Qualification and Corporate Power. Purchaser is an incorporated company duly organized, validly existing and in good standing under the Laws of the State of Delaware. Purchaser has all necessary power and authority to (a) own and operate its properties, (b) carry on its business as it is now being conducted, (c) undertake and carry out the transactions contemplated by this Agreement; (d) perform its obligations under this Agreement and the Sale Order (and any other Final Order of the Bankruptcy Court relating to the transactions contemplated by this Agreement), and (e) own and operate the Purchased Asset.

9.3 Governmental Approvals. Other than entry of the Sale Order, there are no governmental approvals required as a precondition to Purchaser's consummation of the transactions contemplated by this Agreement.

9.4 Authorization, Execution and Delivery of Agreement. All corporate or other legal consents and approvals necessary to authorize its execution and delivery of this Agreement and its performance hereunder have been obtained by Purchaser. The execution, delivery, and performance of this Agreement in accordance with its terms by it have been duly and validly authorized and approved by all necessary limited liability company action of Purchaser. It has full power, right, and authority to acquire the Purchased Asset. This Agreement, when so executed and delivered, will be its valid and binding obligation, enforceable against it in accordance with its terms. The representatives of Purchaser that execute this Agreement on its behalf are duly-authorized and empowered to bind Purchaser to the terms and conditions of this Agreement.

9.5 Funding. At Closing, Purchaser shall have available to it all of the required cash or financing to pay the Purchase Price and to perform all of its obligations required to be performed by it at the Closing pursuant to this Agreement, the other Transaction Documents, or applicable orders of the Bankruptcy Court. Purchaser's ability to consummate the transactions contemplated by this Agreement is not subject to any financing contingency.

ARTICLE 10

DISCLAIMER OF WARRANTIES

10.1 Disclaimer of Warranties. Purchaser hereby acknowledges and agrees that, except for the representations and warranties of the Seller expressly set forth in this Agreement, Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Asset including the merchantability or fitness of the Purchased Asset or any portion of the Purchased Asset for any particular purpose, or any other matter or

thing relating to the Purchased Asset (or any portion thereof). Without in any way limiting the foregoing, except as otherwise expressly set forth in Article 8 above, Seller hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose of the Purchased Asset. Purchaser further acknowledges that as of the date of this Agreement, it has conducted such preliminary inspections and investigations of the Purchased Asset as it has deemed necessary or appropriate to enter into this Agreement, and that it intends to conduct one or more additional inspections as expressly contemplated herein. Purchaser is proceeding with the consummation of the transactions contemplated by this Agreement based upon such preliminary inspections and its continuing rights to inspect the Purchased Asset as provided herein (except for the representations and warranties expressly set forth in Article 8, above). Accordingly, and in light of the fact that any and all representations and warranties made by Seller will lapse and terminate and be of no further force or effect following the Closing, Purchaser accepts the Purchased Asset at the Closing "AS IS," "WHERE IS," and "WITH ALL FAULTS."

ARTICLE 11

SELLER'S AND PURCHASER'S COVENANTS

11.1 Public Announcement. Subject to the provisions of the Bankruptcy Code and Seller's right to make such filings and disclosures as it in good faith deems necessary or appropriate in connection with the Bankruptcy Case and subject to Seller's duty arising upon filing the Sale Motion to market the Purchased Asset so as to obtain the highest and best terms for purchase possible under the circumstances, no Party hereto, nor their respective affiliates, agents, and representatives shall make or issue, or cause to be made or issued, any public announcement or written statement concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other Party hereto (which will not be unreasonably withheld or delayed), unless counsel to such Party advises that such announcement or statement is required by law (in which case the Parties hereto shall make reasonable efforts to consult with each other prior to such required announcement). The restrictions imposed hereunder shall not apply to communications between Purchaser and Seller. Notwithstanding anything herein to the contrary, following the filing of the Sale Motion, Purchaser may, but is not obligated to, make a public announcement of its intent to proceed under this Agreement.

11.2 Taxes

(a) Except for sales taxes, Seller shall be responsible for all taxes, charges, fees, levies, penalties, or other assessments imposed by any federal, state, territorial, local, or foreign taxing authority, including income, gross receipts, excise, property, transfer, franchise, payroll, withholding, social security, and other taxes, and shall include any interest, penalties, or additions attributable thereto ("Taxes") in connection with, relating to or arising out of the

ownership of the Purchased Asset attributable to taxable periods, or portions thereof, ending on or before the Closing. Purchaser shall be responsible for all applicable Taxes in connection with, relating to or arising out of the Purchased Asset attributable to taxable periods, or portions thereof, from and after the Closing. All state and local sales and use Taxes, to the extent attributable to periods prior to the Closing, shall be paid or otherwise discharged by Seller through the payment of such sales Taxes by Purchaser to Seller.

(b) Purchaser shall be responsible for paying over to Seller all sales taxes attributable to the sale of the Purchased Asset unless Purchaser shows proof of exemption from such taxation such as by providing a valid and effective reseller's permit.

11.3 Good Faith Efforts. Without limiting the specific obligations of any Party hereto under any covenant or agreement hereunder, each Party hereto shall use its good faith efforts to take all action and do all things necessary to consummate the transactions contemplated in this Agreement.

11.4 No Survival of Representations and Warranties. None of the representations and warranties contained in this Agreement or made in any other documents or instruments delivered pursuant to this Agreement shall survive the Closing hereunder.

ARTICLE 12

CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE

12.1 Conditions to Closing. The obligations of Purchaser under this Agreement with respect to the purchase and sale of the Purchased Asset shall be subject to the fulfillment of the conditions of Article 12 on or prior to the Closing, any of which may be waived in writing by Purchaser. Seller shall use its best efforts to satisfy these conditions so that the Closing can occur on (i) the first (1st) business day following the date on which all conditions to Closing set forth in Articles 12 and 13 hereof have been satisfied or waived, or (ii) the End Date.

12.2 Accuracy of Representations and Warranties; Performance of this Agreement. To the best of Seller's knowledge, each of the representations and warranties made by Seller shall be true and correct in all material respects on and as of the date hereof and as of the Closing Date (unless such representation or warranty is given as of a particular date in which case such representation or warranty will be considered only as of such particular date). Seller shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement, the Sale Procedures Order, or the Sale Order (or any other Final Order of the Bankruptcy Court relating to the transactions contemplated by this Agreement) to be performed or complied with by it prior to the Closing and shall be able to perform in all material respects all of the agreements and covenants required by this Agreement, the Sale Procedures

Order, or the Sale Order (or any other Final Order of the Bankruptcy Court relating to the transactions contemplated by this Agreement) to be performed or complied with at Closing.

12.3 Bankruptcy Matters. The Sale Order, in form and substance reasonably acceptable to Purchaser, shall have been entered and the hearing on the Sale Motion shall have been held by the Hearing Deadline. The Sale Order must be in effect and must be a Final Order.

12.4 No Material Adverse Effect or Destruction of Property. There shall be no material adverse effect to the Purchased Asset or destruction of the Purchased Asset between the date hereof and the Closing.

12.5 Good Faith Purchaser. Purchaser shall have been found by the Bankruptcy Court at the hearing on the Sale Motion to be a good faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code.

ARTICLE 13

CONDITIONS PRECEDENT TO THE SELLER'S OBLIGATION TO CLOSE

13.1 Conditions to Closing. The obligations of Seller under this Agreement with respect to the purchase and sale of the Purchased Asset shall be subject to the fulfillment of each of the following conditions on or prior to the Closing, any of which may be waived in writing by Seller. Purchaser shall use its best efforts to satisfy these conditions so that the Closing can occur on (i) the first (1st) business day following the date on which all conditions to Closing set forth in Articles 12 and 13 hereof have been satisfied or waived, or (ii) the End Date.

13.2 Accuracy of Representations and Warranties; Performance of this Agreement. Each of the representations and warranties made by Purchaser shall be true and correct in all material respects on and as of the date hereof and as of the Closing Date (unless such representation or warranty is given as of a particular date in which case such representation or warranty will be considered only as of such particular date). Purchaser shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement, each other Transaction Document, the Procedures Order, or the Sale Order (or any other Final Order of the Bankruptcy Court with respect to the transactions contemplated by this Agreement) to be performed or complied with by them prior to the Closing, and shall be able to perform in all material respects all of the agreements and covenants required by this Agreement, each other Transaction Document, the Procedures Order, or the Sale Order (or any other Final Order of the Bankruptcy Court with respect to the transactions contemplated by this Agreement) to be performed or complied with at Closing.

13.3 Authorizing Resolutions. Purchaser shall have delivered to the Seller copies of the authorizing resolutions of its board of directors authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and all instruments and

documents to be delivered in connection herewith and the transactions contemplated hereby or thereby, duly certified by an authorized signatory of Purchaser.

13.4 Good Faith Purchaser. Purchaser shall have been found by the Bankruptcy Court at the hearing on the Sale Motion to be a good faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code.

13.5 Bankruptcy Matters. The Sale Order must be in effect and must be a Final Order.

ARTICLE 14

TERMINATION

14.1 Breaches and Defaults; Opportunity to Cure. Prior to the exercise by a Party of any termination rights afforded under Section 14.2 of this Agreement, if the Seller or Purchaser (the "Non-Breaching Party") believes that either Seller or Purchaser, as applicable (the "Breaching Party") is in breach hereunder, the Non-Breaching Party shall provide the Breaching Party with written notice (a "Default Notice") specifying in reasonable detail the nature of such breach, whereupon if such breach is curable the Breaching Party shall have ten (10) business days from the receipt of such Default Notice to cure such breach to the reasonable satisfaction of the Non-Breaching Party; provided, however, that the cure period for a breach shall in no event extend, or cause the Closing Date to extend, beyond the End Date. The Parties hereby agree that disputes concerning the validity or adequacy of any Default Notice shall be resolved by the Bankruptcy Court, and each Party hereto specifically consents to the jurisdiction of the Bankruptcy Court to resolve any such disputes. If the breach is not cured within the cure period described above and if there has been no challenge to the sufficiency of any Default Notice, or, to the extent of any such challenge, the Default Notice has been upheld by the Bankruptcy Court as proper under the circumstances, then the Non-Breaching Party shall be entitled to terminate this Agreement.

14.2 Termination. This Agreement may be terminated, and the transactions contemplated herein may be abandoned, by written notice given to the other Party hereto in accordance with Section 14.1, at any time prior to the Closing:

- (a) at any time, by mutual written consent of the Seller and Purchaser;
- (b) by the Seller or Purchaser if the Sale Order, for any reason (other than a material breach or material default hereunder by the Party seeking to terminate), has not become a Final Order on or before September 30, 2025;
- (c) subject to the right to cure set forth in Section 14.1, at any time prior to the Closing Date by Purchaser if Seller (i) alters, amends, or breaches any of the material covenants of this Agreement, or (ii) is in breach of any material covenant, representation, undertaking, or

warranty, or if it appears that a condition set forth in Article 12 is impossible (other than through the failure of Purchaser to comply with its obligations under this Agreement) to satisfy and Purchaser has not waived such condition in writing on or before the Closing Date;

(d) subject to the right to cure set forth in Section 14.1, at any time prior to the Closing Date by Seller if Purchaser is in breach of any material covenant, representation, or warranty, or if a condition set forth in Article 12 is impossible (other than through the failure of the Seller to comply with its obligations under this Agreement) to satisfy and Seller has not waived such condition in writing on or before the Closing Date;

(e) by Purchaser if, notwithstanding the entry of a Final Order approving the sale, the Seller refuses to close for any reason whatsoever, other than a breach or default by Purchaser of Purchaser's obligations at Closing;

(f) by Seller or Purchaser if the Closing shall not have occurred on or before the End Date, unless the failure to have the Closing shall be due to the failure of the Party seeking to terminate this Agreement to perform in any material respect its obligations under this Agreement required to be performed by it at or prior to the Closing; or

(g) by Purchaser if Seller enters into an agreement for the sale of any of the Purchased Asset with any party other than Purchaser.

14.3 Liquidated Damages. The Parties hereto agree that, in the event of a breach of this Agreement by Purchaser, Seller's damages will difficult if not impossible to ascertain at the time of the making of this Agreement. Therefore, notwithstanding that all conditions precedent in Articles 12 and 13 have been met and the Sale Order has become a Final Order, if Purchaser is unwilling or unable to consummate the sale and perform the obligations required upon closing, Two Hundred Thousand Dollars (\$200,000) of the Deposit shall be non-refundable and shall immediately be released and paid by the Escrow Holder to the Seller as liquidated damages and be Seller's sole remedy.

ARTICLE 15

MISCELLANEOUS

15.1 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by telecopier, recognized overnight delivery service, or registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

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If to Purchaser:

RM Sotheby's

Andrew Olson

Car Specialist, RM Sotheby's

9510 Jefferson Boulevard, Culver City, CA 90232

Phone number: (310) 559-4575

Email: aolson@rmsothebys.com

with a required copy to:

John Sulman

General Counsel, RM Sotheby's

1 Classic Car Drive, Blenheim, Ontario N0P 1A0 Canada

Phone number: (519) 352-4575

Email: jsulman@rmsothebys.com

If to Seller:

Santa Paula Hay & Grain and Ranches

1203 S. Sespe

Fillmore, CA 93015

Attn: Mr. Guadalupe A. Guzman

Phone number: (805) 797-4295

Email: lupehay27@gmail.com

with a required copy to:

David R. Haberbush, Esq.

Haberbush, LLP

444 West Ocean Boulevard

Suite 1400

Long Beach, CA 90802

Phone number: (562) 435-3456

Facsimile: (562) 435-6335

Email: dhaberbush@LBinsolvency.com

Notices delivered personally or by electronic mail shall be effective upon receipt. Notices transmitted by telecopy shall be effective when received, provided that the burden of proving receipt when notice is transmitted by telecopy shall be the responsibility of the Party providing such notice. Notices delivered by overnight mail shall be effective when received. Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, or 72 hours after mailing, whichever is earlier.

15.2 Expenses. Except as expressly provided herein, each Party shall bear its own expenses and costs, including the fees of any attorney retained by it, incurred in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby. In the event either Party shall bring any action or proceeding in connection with the performance, breach, or interpretation of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the losing Party all reasonable costs and expenses of such action, including, without limitation, reasonable attorneys' fees.

15.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California (without application of principles of conflicts of law). In connection with any controversy arising out of or related to this Agreement, Seller and Purchaser hereby irrevocably consent to the exclusive jurisdiction of the Bankruptcy Court, or if, and only if, the Bankruptcy Case has been closed, any federal court located in the Central District of California (Northern Division) or any courts of the State of California located in Ventura County. Seller and Purchaser each irrevocably consents to service of process out of the aforementioned courts and waives any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or in connection with this Agreement brought in the aforementioned courts.

15.4 Assignment. This Agreement binds and benefits the Parties and their respective successors and assignees. Purchaser shall have the right to freely assign any of its rights under this Agreement to any other entity (i) the majority of which is owned or controlled by Purchaser, (ii) that is an affiliate of Purchaser, or (iii) to an unrelated third party upon obtaining the consent (not to be unreasonably withheld) of Seller, or (iv) to any direct or indirect owner, member, or

principal of Purchaser. No Party may delegate any performance of its obligations under this Agreement, except that Purchaser may at any time delegate the performance of its obligations to any affiliate of Purchaser so long as Purchaser remains fully responsible for the performance of the delegated obligation.

15.5 Successors and Assigns. All agreements made and entered into in connection with this transaction shall be binding upon and inure to the benefit of the Parties hereto, their successors, and permitted assigns.

15.6 Amendments; Waivers. No alteration, modification, or change of this Agreement shall be valid except by an agreement in writing executed by the Parties hereto. Except as otherwise expressly set forth herein, no failure or delay by any Party hereto in exercising any right, power, or privilege hereunder (and no course of dealing between or among any of the Parties) shall operate as a waiver of any such right, power, or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of any such right, power, or privilege shall preclude the further or full exercise thereof.

15.7 Entire Agreement. This Agreement, together with the other Transaction Documents, merges all previous negotiations and agreements between the Parties hereto, either verbal or written, and constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement.

15.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one agreement. Facsimile signatures shall be deemed original signatures.

15.9 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality, and enforceability of such provision or application does not materially (a) alter the terms of this Agreement, (b) diminish the benefits of this Agreement, or (c) increase the burdens of this Agreement, for any person.

15.10 Section Headings. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

15.11 Interpretation. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, the Parties hereto agree that any rule of law, including, but not limited to, California Civil Code Section 1654, or any other statutes, legal decisions, or common law principles of similar effect, that would require

interpretation of any ambiguities in this Agreement against the Party that has drafted this Agreement, is of no application and is hereby expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intentions of the Parties hereto.

15.12 Third Parties. Nothing herein, expressed or implied, is intended to or shall confer on any Person other than the Parties hereto any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

15.13 Escrow Holder Matters. Escrow Holder shall hold all of the funds in the Deposit Account pursuant to the terms of this Agreement. Escrow Holder shall only disburse the contents of the Deposit Account at the times and pursuant to the terms and conditions set forth in this Agreement; provided, however, that, if there are any disputes and/or conflicting instructions from and/or among the Seller, Purchaser, and/or any other relevant party in interest regarding the disbursement of the funds in the Deposit Account, the Escrow Holder shall either (a) not release any funds in the Deposit Account until such dispute is resolved by the entry of a Final Order of the Bankruptcy Court or otherwise by agreement of the Parties, or (b) deposit any funds in the Deposit Account into the registry of the Bankruptcy Court and commence an interpleader action so that the Bankruptcy Court may determine the Parties' respective rights, if any, with respect to such funds. Escrow Holder shall not be deemed to have assumed any fiduciary duty to the Parties hereto, shall have no liability to any Party for actions taken in substantial compliance with the terms of this Agreement and/or controlling court order, and shall not charge any of the Parties a fee for serving as Escrow Holder hereunder, except that Escrow Holder is and will remain to be Seller's attorney and at no time Purchaser's attorney, and upon the happening of an event described in this paragraph, there shall be no conflict of interest in Escrow Holder's representing

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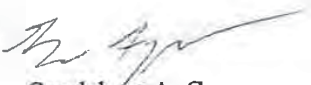
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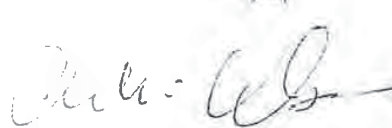
Seller's interests as against the interests of Purchaser in any third party proceeding, in the Bankruptcy Court or otherwise.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

Santa Paula Hay & Grain and Ranches
as Debtor-In-Possession

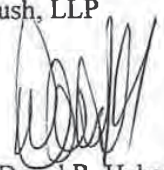
By: 
Name: Guadalupe A. Guzman
Title: General Partner

RM Sotheby's

By: 
Name: Andrew Olson
Title: Car Specialist

SOLELY WITH RESPECT TO SECTION 15.13 OF THE FOREGOING AGREEMENT

ESCROW HOLDER

Haberbush, LLP
By: 
Name: David R. Haberbush
Title: Partner

HABERBUSH, LLP
DAVID R. HABERBUSH, ESQ., SBN 107190
VANESSA M. HABERBUSH, ESQ., SBN 287044
444 West Ocean Boulevard, Suite 1400
Long Beach, CA 90802
Telephone: (562) 435-3456
Facsimile: (562) 435-6335
E-mail: vhaberbush@lbinsolvency.com

Proposed attorneys for Debtor and Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, NORTHERN DIVISION

In re

Santa Paula Hay & Grain and Ranches,

Debtor and Debtor-in-Possession.

Case No. 9:25-bk-10314-RC

Chapter 11

ORDER GRANTING MOTION TO (1) SELL THE ESTATE'S INTERESTS IN 1990 FERRARI F40, VIN ZFFMN34A9L0086230, FREE AND CLEAR OF ALL CLAIMS, LIENS, AND INTERESTS PURSUANT TO 11 U.S.C. § 363; (2) DISTRIBUTE PROCEEDS OF THE SALE; (3) ISSUE FINDINGS OF GOOD FAITH PURSUANT TO 11 U.S.C. § 363(m); AND (4) WAIVE THE 14-DAY STAY PROVIDED BY FEDERAL RULE OF BANKRUPTCY PROCEDURE 6004(h)

Hearing Date

Date:

Time:

Place: Courtroom 201

1415 State Street

Santa Barbara, CA 93101-2511

On [date] at [Time] the Motion for an order (1) authorizing the sale of the estate's interests in 1990 Ferrari F40, VIN ZFFMN34A9L0086230, free and clear of all claims and liens pursuant to 11 U.S.C. § 363; (2) Distribute Proceeds of the Sale; (3) Issue Findings of Good Faith Pursuant to 11 U.S.C. § 363(m); and (4) Waive the 14-Day Stay Provided by Federal Rule of Bankruptcy Procedure 6004(h) [Docket Number *] ("Motion" and/or "Motion to Sell") brought by Santa Paula Hay & Grain and Ranches, Debtor and Debtor-in-Possession in the above-captioned bankruptcy proceeding ("Debtor"), was heard by the above-entitled Court.

1 Appearances were as stated in the record. The Court, having considered the Motion, the
2 declarations in support thereof, and such other matters as were raised at the hearing on the
3 Motion, with good cause appearing therefor it is hereby

4 **IT IS HEREBY FOUND AND CONCLUDED**, pursuant to Rule 7052 of the Federal
5 Rules of Bankruptcy Procedure ("Bankruptcy Rules"), that:

6 A. The Court has jurisdiction over the Motion to Sell pursuant to 28 U.S.C. §§ 157
7 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N).
8 Venue of this chapter 11 case and the Motion to Sell in this district is proper under 28 U.S.C.
9 §§ 1408 and 1409.

10 B. The Debtor has complied with the procedures set forth in the Court's Order
11 Granting Motion for Order: (1) Approving Sale and Overbidding Procedures in Connection with
12 the Sale of a 1990 Ferrari F40, VIN ZFFMN34A9L0086230 (the "Asset"); (2) Setting a Hearing
13 on the Motion to Sell; (3) Approving the Form of Notice to be Provided to Creditors and Parties-
14 in-Interest in Connection with the Motion to Sell; and (4) Authorizing a Buy it Now Price to Sell
15 the Asset Without Further Court Order (the "Sale Procedures Order"), entered on [date], for
16 giving notice of the Motion to Sell.

17 C. The bidding procedures (the "Bidding Procedures") established by the Court
18 pursuant to the Sale Procedures Order and as set forth in the memorandum provided to bidders
19 ("Sale Procedures Memorandum"), approved by the Court pursuant to the Sale Procedures
20 Order, have been fully complied with in all material respects.

21 D. Proper, timely, adequate, and sufficient notice of the Motion to Sell, the hearing
22 on the Motion to Sell, the Sale of the 1990 Ferrari F40, VIN ZFFMN34A9L0086230 (the
23 "Asset"), and the relief granted in this Order has been provided in accordance with
24 Sections 102(1), 105(a), 361, 363 and 365 of the Bankruptcy Code, Rules 2002, 6004, 6006, and
25 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and all applicable
26 Local Bankruptcy Rules, and such notice was otherwise good and sufficient, and appropriate
27 under the particular circumstances, and no other or further notice of the Motion to Sell or the
28 entry of or relief granted in this Order is required. A reasonable opportunity to object or be

1 heard with respect to the Motion to Sell and the relief requested therein has been afforded to all
2 interested persons and entities.

3 E. Creditors, parties-in-interest and other entities have been afforded a reasonable
4 opportunity to bid for the Asset under the Bidding Procedures. The Debtor marketed the Asset
5 and conducted the sale process in compliance with the Sale Procedures Memorandum, Bidding
6 Procedures, the Sale Procedures Order of this Court, and the requirements of applicable law.

7 F. The decision to enter into the sale of the Asset reflects the exercise of the sound
8 business judgment of the Debtor.

9 G. The Debtor has full power and authority to complete the sale of the Asset and to
10 execute such other and further documents as are reasonably necessary to complete the
11 transactions contemplated thereby.

12 H. Approval at this time of the sale of the Asset and its consummation is in the best
13 interests of the Debtor, its creditors, and the bankruptcy estate.

14 I. The Debtor has demonstrated good, sufficient, and sound business purpose and
15 justification for the sale of the Asset. The Debtor has also demonstrated compelling
16 circumstances for the sale of the Asset, without the filing and confirmation of a plan of
17 reorganization or liquidation in this case.

18 J. The sale of the Asset was negotiated, proposed, and entered into by the Debtor
19 and [the Buyer] without collusion, in good faith, and from arm's-length bargaining positions.
20 Neither the Debtor nor [the Buyer] has engaged in any conduct that would cause or permit the
21 sale of the Asset to be avoided under, or that would otherwise implicate, Section 363(n) of the
22 Bankruptcy Code.

23 K. [The Buyer] is a good faith buyer within the meaning of Section 363(m) of the
24 Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. [The Buyer]
25 will be acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in
26 completing the sale of the Asset.

27 L. Among other things, pursuant to Section 363(f) of the Bankruptcy Code, this
28 Order provides for the Sale of the Asset to [the Buyer] free and clear of any and all

1 Encumbrances, with any such Encumbrances to attach to the sale proceeds to be received by the
2 Debtor with the same validity and priority as existed prior to the sale.

3 M. Debtor has good and valid title to the Asset, and the transfer of the Asset to [the
4 Buyer] will vest to [the Buyer] with good and marketable title to the Asset, free and clear of any
5 and all Encumbrances.

6 N. By order of this Court entered [date], this Court authorized the Debtor to employ
7 Icon Servicing, Inc., located at 488 E. Ocean Blvd., Unit 201, Long Beach, CA 90802, the
8 Broker (the "Broker"), to market and sell the Asset. The Debtor has good cause and should be
9 authorized to pay Broker a [*] percent (*%) commission from the proceeds of the sale of the
10 Asset in the sum of \$***,*** because the Debtor has given notice to all of its creditors of its
11 intention to pay such commissions from the proceeds of the sale and this notice was included in
12 the Notice of the Motion to Sell.

13 O. There is no legal or equitable reason to delay the sale. Cause exists to waive and
14 not apply any stay imposed by Bankruptcy Rules 6004(g) and 6006(d) or any other applicable
15 rule or law. This Order shall be effective and enforceable immediately upon entry hereof.

16 P. No secured claimant has filed an objection to the Motion to Sell.

17 Q. To the extent any of the foregoing findings of fact constitute conclusions of law,
18 they are adopted as such. To the extent any of the foregoing conclusions of law constitute
19 findings of fact, they are adopted as such.

20 Based upon the record in this case and the findings of fact and conclusions of law set
21 forth hereinabove, pursuant to Bankruptcy Rules 6004, 6006, 7052 and 9014,

22 **IT IS HEREBY ORDERED that:**

23 1. The Motion is granted. All objections to the Motion to Sell and any opposition to
24 those matters necessary for approval of the Motion to Sell, and entry of this Order, if any, that
25 have not been withdrawn, waived, or settled are hereby overruled on the merits. All persons and
26 entities given notice of the Motion to Sell that failed to timely object thereto are deemed to
27 consent to the relief sought therein.

28

2. All of the terms of the Sale of the Asset to [the Buyer] are hereby approved in all respects. Transfer of the Asset by the Debtor to [the Buyer] shall be a legal, valid and effective transfer of Debtor's interests in the Asset, free and clear of any and all Encumbrances. The closing of the Sale and the other transactions contemplated thereby are hereby approved and authorized under Section 363(b) of the Bankruptcy Code.

3. Debtor is authorized to sell the 1990 Ferrari F40, VIN ZFFMN34A9L0086230 (defined hereinabove as the "Asset") to [the Buyer] for a purchase price of \$*,***,***.

4. Pursuant to Sections 363(b) and (f) of the Bankruptcy Code, the Debtor is authorized to and shall sell, and [the Buyer] shall buy, the Asset free and clear of any and all Encumbrances. Any Encumbrances that encumber or are found to encumber or purport to encumber the Asset shall be transferred to and attach to the Debtor's net proceeds of the sale of the Asset to the same extent, in the same validity, and in the same priority that they encumbered the Asset prior to the Sale. For the avoidance of doubt, the Asset shall be sold to [the Buyer] free and clear of any and all Encumbrances.

5. In the event that [the Buyer] fails to close the sale of the purchase of the Asset on or before ten (10) days after entry of this Order, then (1) [the Buyer] shall forfeit its deposit to Debtor as liquidated damages, and (2) pursuant to the Bidding Procedures approved by this Court, the following Backup Bidders are authorized to purchase the Asset in the following order at the following prices:

[Buyer] \$*,***,***

[Buyer] \$*,***,***

[Buyer] \$*,***,***

If any of the Backup Bidders fail to close the sale of the purchase of the Asset on or before ten (10) days after being selected as a Backup Bidder, then the Backup Bidder shall forfeit \$200,000 of its deposit to Debtor as liquidated damages.

6. In the absence of a stay pending appeal, if [the Buyer] and the Debtor complete the sale of the Asset at any time after entry of this Order, then, with respect to the sale, [the Buyer], as a buyer in good faith, shall be entitled to the protections of Section 363(m) of the

1 Bankruptcy Code if this Order or any authorization contained herein is reversed or modified on
2 appeal.

3 7. The Debtor is further authorized and directed to execute, acknowledge and deliver
4 such conveyances and other assurances, documents, and instruments of transfer and take such
5 other action that may be reasonably necessary or appropriate to perform the terms and provisions
6 of the sale.

7 8. Debtor is authorized to distribute the proceeds of the sale of the Asset as follows:

8 a. Payment to Ferrari Financial Services, Inc. All sums owing to Ferrari
9 Financial Services, Inc. secured by any or all of the Asset shall be paid in full at the time of the
10 sale is completed in the amount of \$*** and Ferrari Financial Services, Inc. shall deliver lien free
11 title to Buyer or the successful bidder.

12 b. Payment to Broker. Payment of *% of the purchase price of the Asset to
13 Icon Servicing, Inc.

14 c. Sales Tax. Payment of all applicable sales taxes.

15 d. Remaining Proceeds to Debtor. After deduction of the items set forth
16 above, which shall be paid at the close of sale the remainder of the proceeds of the sale will be
17 paid to Debtor; and it is

18 9. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent
19 necessary under Bankruptcy Rule 9014, Rule 54(b) of the Federal Rules of Civil Procedure,
20 made applicable by Bankruptcy Rule 7054, and any other applicable rule or law, this Order shall
21 be effective and enforceable immediately upon entry hereof. Any party objecting to this Order
22 must exercise due diligence in filing an appeal and pursuing a stay or risk its appeal being
23 foreclosed as moot in the event that [the Buyer] and the Debtor elect to close prior to this Order
24 becoming a final, non-appealable order.

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1 Good cause, valid reasons, and the record of this case amply support entry of this Order. This
2 Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). This
3 Order shall be effective, and the parties may consummate the transactions approved by this
4 Order, immediately upon entry of this Order.

5 **IT IS SO ORDERED.**

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HABERBUSH, LLP
DAVID R. HABERBUSH, ESQ., SBN 107190
VANESSA M. HABERBUSH, ESQ., SBN 287044
444 West Ocean Boulevard, Suite 1400
Long Beach, CA 90802
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E-mail: vhaberbush@lbinsolvency.com

Proposed attorneys for Debtor and Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, NORTHERN DIVISION

In re

Santa Paula Hay & Grain and Ranches,

Debtor and Debtor-in-Possession.

Case No. 9:25-bk-10314-RC

Chapter 11

ORDER GRANTING MOTION FOR ORDER (1) APPROVING SALE AND OVERBIDDING PROCEDURES IN CONNECTION WITH THE SALE OF A 1990 FERRARI F40, VIN ZFFMN34A9L0086230 (THE "ASSET"), (2) SETTING A HEARING ON THE MOTION TO SELL, (3) APPROVING THE FORM OF NOTICE TO BE PROVIDED TO CREDITORS AND PARTIES-IN-INTEREST IN CONNECTION WITH THE MOTION TO SELL; AND (4) AUTHORIZING A BUY IT NOW PRICE TO SELL THE VEHICLE WITHOUT FURTHER COURT ORDER

Hearing Date

Date: July 15, 2025

Time: 1:00 p.m.

Place: Courtroom 201

1415 State Street

Santa Barbara, CA 93101-2511

On July 15, 2025 at 1:00 p.m., the Motion for an Order (1) Approving Sale and Overbidding Procedures in Connection with the Sale of a 1990 Ferrari F40, VIN ZFFMN34A9L0086230 (the "Asset"), (2) Setting a Hearing on the Motion to Sell, (3) Approving the Form of Notice to be Provided to Creditors and Parties-in-Interest in Connection with the Motion to Sell; and (4) Authorizing a Buy it Now Price to Sell the Asset Without Further Court Order [Docket Number *] ("Motion") brought by Santa Paula Hay & Grain and Ranches, Debtor and Debtor-in-Possession in the above-captioned bankruptcy proceeding

1 (“Debtor”), was heard by the above-entitled Court. Appearances were as stated in the record. The
2 Court, having considered the Motion, the declarations in support thereof and such other matters
3 as were raised at the hearing on the Motion, with good cause appearing therefor it is hereby

4 **ORDERED** that the Motion is granted and that the sale procedures set forth in attached
5 to the Motion as Exhibit “1” are approved; and it is

6 **FURTHER ORDERED** that Debtor shall file a motion to approve the sale of the 1990
7 Ferrari F40 (the “Motion to Sell”) no later than July 22, 2025 and that a hearing on such motion
8 shall be heard on August 12, 2025 at 1:00 p.m. in Courtroom 201, 1415 State Street, Santa
9 Barbara, CA 93101-2511 and it is

10 **FURTHER ORDERED** that the form of notice of the hearing on the Motion to Sell
11 attached as Exhibit “3” to the Motion and the Notice of Sale of Estate Property, Form 6004-
12 2.NOTICE.SALE, attached as Exhibit “4” to the Motion are approved. The notice for hearing on
13 the Motion to Sell shall be served on: (1) all creditors of the bankruptcy estate; (2) all parties in
14 interest in this bankruptcy case; (3) all entities who have requested special notice in this
15 bankruptcy case; (4) all parties who have expressed interest in purchasing the Asset; and (5) any
16 other parties that Debtor believes may have an interest in purchasing the Asset. The Motion to
17 Sell shall be served on: (1) the United States Trustee; (2) all parties who have requested special
18 notice in this bankruptcy case; and (3) counsel to all secured creditors holding claim secured by
19 the 1990 Ferrari F40; and it is

20 **FURTHER ORDERED** that Debtor, through its broker, may give notice of the sale of
21 the Asset and/or advertise the sale of the Asset as Debtor’s broker deems fit and appropriate so
22 long as such notice and advertisement are consistent with the approved notices described in the
23 Motion and herein; and it is

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1 **FURTHER ORDERED** that the Debtor may advertise the sale on the Internet on a “by
2 now” price of five million dollars (\$5,000,000) subject to approval by this Court.

3 IT IS SO ORDERED.

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**SALE PROCEDURES MEMORANDUM REGARDING ASSET
OF SANTA PAULA HAY & GRAIN AND RANCHES**

On March 12, 2025, Santa Paula Hay & Grain and Ranches ("Debtor") filed a petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Central District of California, Northern Division (the "Bankruptcy Court"), styled case number 9:25-bk-10314-RC (the "Bankruptcy"). In connection with Debtor's Bankruptcy, Debtor is seeking to sell a 1990 Ferrari F40 VIN ZFFMN34A9L0086230 (the "Asset"). The Asset will be sold free and clear of any and all claims, liens, and interests of any person or entity whatsoever pursuant to 11 U.S.C. § 363(f). In order to create a fair, orderly, and competitive process for the sale of the Asset, Debtor has proposed, and the Bankruptcy Court has approved, the following sale and bidding procedures (the "Sale Procedures") with respect to the contemplated sale of the Asset by order dated as of July 16, 2025 (the "Bidding Procedures Order") of the Bankruptcy Court.

I. **Asset to be Sold.** Debtor proposes to sell the Asset free and clear of any and all claims, liens, interests, and encumbrances whatsoever pursuant to 11 U.S.C. § 363(f).

II. **Buyer.** RM Auctions Inc. d.b.a RM Sotheby's, together with its successors, assigns, and designees (the "Buyer"), has agreed to purchase the Asset for \$2,555,000, subject to the Sale Procedures, the Agreement (as defined below) and Bankruptcy Court approval. The full and complete terms of the offer by the Buyer is provided in the Asset Purchase Agreement (the "Agreement"). The Agreement is attached hereto and incorporated herein, by this reference, as Exhibit "1."

III. **Inspection.** The Asset will be made available for physical inspection a Qualified Bidder (defined hereinbelow) and may obtain diligence materials and arrange for inspection of the Asset by contacting Thomas Lawson at 949-633-4981 or tom@iconservicing.com or Debtor's attorneys, whose contact information is hereinbelow.

IV. **Auction.** Debtor has filed a motion requesting the Bankruptcy Court to authorize the Debtor to sell the Asset as a "buy it now" opportunity at a price of no less than \$5,000,000 (five million dollars), and if Asset is not sold by anyone exercising the "buy it now" purchase option then the Asset will be sold to the Buyer, subject to overbids (the "Motion to Sell"). Assuming no one purchases the Asset for the "buy it now" price and there are Qualified Bidders (defined hereinbelow), Debtor will conduct an Auction with respect to the sale of the Asset at the Hearing on the Motion to Sell on August 12, 2025 at 1:00 p.m. Pacific Time in Courtroom 201 located at 1415 State Street, Santa Barbara, CA 93101-2511 (the "Auction"). The Buyer's offer will be the opening bid. The first bid over the Buyer's offer will be not less than \$2,600,000. Qualified Bidders (as defined hereinbelow), including the Buyer, shall have the opportunity to make overbids. All subsequent overbids after the first overbid shall be in minimum increments of at least \$10,000 higher than the previous bid. All bidders wishing to submit an overbid must attend the Hearing on the Motion to Sell. The Buyer and all other Qualified Bidders, and representatives of the Buyer and other Qualified Bidders, will be entitled to attend in person or by Government Zoom and/or participate at the Auction and increase their bids in an open forum in accordance with these Sale

Procedures.

V. **Qualifications to Make an Overbid for the Asset.** Any person or entity who desires to participate in the Auction for the purchase of the Asset must qualify to be an authorized bidder ("Qualified Bidder"). In order to become a Qualified Bidder, a bidder must satisfy the following requirements:

A. Deliver the Deposit of \$500,000 to the Escrow Holder no later than three (3) business days prior to the Auction (the "Deposit Deadline"), which the Escrow Holder shall confirm as good funds;

B. Execute and deliver an offer on terms substantially identical to those of the Agreement (the "Overbid Agreement") to Escrow Holder, so that it is received prior to the Deposit Deadline, except that:

1. The monetary deposit shall be a single installment in the amount of \$500,000;

2. The purchase price shall be not less than Two Million Six Hundred thousand and 00/100 (\$2,600,000);

3. The offer will not be subject to any contingencies and will not be subject to the satisfaction of any conditions except approval of the offer/bid as the highest or otherwise best bid by the Bankruptcy Court; and

4. Such offer shall provide for the consummation of all transactions described therein on or before the End Date.

C. Deliver to Debtor's attorneys, whose contact information is hereinbelow, a letter setting forth the identity of the bidder, the contact information for the bidder, and a full disclosure of any pre-petition or post-petition affiliations that the bidder has or may have with Debtor, any of Debtor's affiliates, and any creditor of Debtor;

D. Deliver to Debtor's attorneys, whose contact information is hereinbelow, an executed letter acknowledging receipt of a copy of these Sale Procedures as approved by the Court and agreeing to accept and be bound by the provisions contained herein; and

E. Deliver to Debtor's attorney satisfactory proof of immediately available funds sufficient to consummate a sale at the price offered for the Asset. Whether the proof provided is satisfactory shall be determined solely by Debtor's attorneys.

Notwithstanding anything in these Sale Procedures to the contrary, the Buyer is and will be a Qualified Bidder, and the Agreement is and will be a qualified bid, at any Auction and for all other purposes under these Sale Procedures.

VI. **Deposit.** The Deposit of \$500,000 must be timely submitted to the Escrow Holder together with the Overbid Agreement. The Escrow Holder is Haberbush, LLP (the "Escrow Holder"). The contact information for the Escrow Holder is:

Haberbush, LLP

Attention: David R. Haberbush, Esq. or Vanessa M. Haberbush, Esq.

Telephone Number: 562-435-3456

Facsimile Number: 562-435-6335

Cell Phone Number: 562-412-8286

Email: vhaberbush@LBinsolvency.com

Website: www.lbinsolvency.com

Further information relating to the Escrow Holder can be obtained upon request upon the Escrow Holder and/or Debtor's attorneys, whose contact information is hereinbelow.

VII. **Refund of Deposit.** A Qualified Bidder will be entitled to obtain a refund of its Deposit (1) upon the Qualified Bidder's giving written notice of its intent not to be a bidder at the Auction to Escrow Holder prior to the Deposit Deadline; or (2) if the Qualified Bidder is not the Successful Bidder (defined hereinbelow).

VIII. **Who May Bid.** The Buyer and any other Qualified Bidder will be permitted to bid to purchase the Asset at the Auction, which will take place at the Hearing on the Motion to Sell.

IX. **Successful Over Bidder.** The party who makes the highest or otherwise best offer to purchase the Asset shall be the successful bidder (the "Successful Bidder"). If no Qualified Bidder submits a qualified bid other than the Agreement, then the Debtor will not hold the Auction and the Buyer will be deemed the Successful Bidder and the Agreement will be deemed the Successful Bid (as defined below). If a purchaser elects to buy the Asset at the "buy it now" price, that purchaser shall be determined to be the Successful Bidder without conducting the auction.

X. **Successful Bid.** Upon the conclusion of the Auction, Debtor, with approval from the Bankruptcy Court at the hearing on the Motion to Sell, will select the successful bid for the Purchased Asset (the "Successful Bid") as the highest or otherwise best offer received for purchase of the Purchased Asset. The Debtor and the Successful Bidder shall close the sale of the Purchased Asset no later than the End Date. In the event the Successful Bidder fails to timely close the sale, the Bankruptcy Court will have determined which unsuccessful bidders (the "Back-Up Bidder(s)"), in order of priority and with reference to the favorableness to Debtor's bankruptcy estate (the "Priority of Overbids"), shall be bound and have the right to purchase the Purchased Asset for the amount of their last bid (the "Back-Up Bid"), without any need for further order of the Bankruptcy Court. If a Successful Bidder fails to timely close the sale of the Purchased Asset, the next highest or otherwise best Back-Up Bid, as determined by the Bankruptcy Court, will instead be deemed to be the Successful Bid with respect to the sale of the Purchased Asset, without any need for further order of the Bankruptcy Court. Should such Back-Up Bidder fail to close the sale within ten (10) calendar days after notification its offer is the winning bid by Escrow Holder, its liquidated damages of \$200,000 shall be forfeit to Debtor. The process of accepting the next Back-Up Bidder in the Priority of Overbids shall require such Back-Up Bidder to close the sale within ten (10) calendar

days after the notification by Escrow Holder that it is the Successful Bidder. Escrow holder shall repeat the process with each Back-Up Bidder until the sale is closed or all Back-Up Bidders have failed to perform. Once the Successful Bidder or a Back-Up Bidder closes the sale, all other Back-Up Bidders' monetary deposits shall be returned to them by Escrow Holder within two (2) business days after the closing of the sale of the Purchased Asset, but in no event later than thirty (30) days after the hearing on the Motion to Sell without the consent of the Back-Up Bidder. Notwithstanding anything herein to the contrary, the Purchaser will not, and may not, be designated a Back-Up Bidder unless the Purchaser otherwise agrees to be a Back-Up Bidder in writing.

XI. **Retention and Return of Deposits.** Except as provided expressly to the contrary in paragraph VI ("Refund of Deposit") hereof, all Deposits provided to Escrow Holder by Court-Approved Back-Up Bidders will be retained by Escrow Holder, and all Court-Approved Back-Up Bidders' Bids will remain open, notwithstanding the Bankruptcy Court's approval of the sale of the Purchased Asset to the Successful Bidder or a Back-Up Bidder, until two (2) business days after the closing of the sale of the Purchased Asset, but in no event later than thirty (30) calendar days after the hearing on the Motion to Sell without the consent of the Back-Up Bidder; provided, however, that Escrow Holder will return, within seven (7) calendar days after the hearing on the Motion to Sell, all Deposits provided by a Qualified Bidder if the Bankruptcy Court determines that the Qualified Bid is not viable as a Back-Up Bid.

XII. **Acceptance of Successful Bid.** Debtor's obligation to consummate the sale of the Asset to the Successful Bidder will arise only when the Bankruptcy Court approves the proposed Sale of the Asset at the Hearing on the Motion to Sell and the Successful Bidder tenders in full the purchase price for the Asset and otherwise complies with its obligations under the Agreement. Debtor reserves the right, in the exercise of its sole and absolute discretion, to decline to sell the Asset in the event that the Buyer does not timely consummate its proposed purchase of the Asset.

XIII. **Payment of Purchase Price.** All funds that a Qualified Bidder will pay to Debtor in connection with the Sale Process described herein, including, without limitation, all Deposits and the purchase price, will be paid to the Escrow Holder.

XIV. **Payment of Sales Taxes.** The sale shall be through a vehicle dealer licensed by the State of California, and if the Asset is sold to a California resident who does not have a valid reseller's permit, the buyer shall, in addition to the payment of the Purchase Price, pay all applicable sales taxes. If, however, the buyer is not a resident of the State of California, the sale of the assets shall be reported to the State Board of Equalization of the State of California by submitting form CTD 448 together with the bill of lading showing that the Asset has been shipped outside the State of California by carrier licensed by the United States Department of Transportation. To the extent sales taxes must be paid, the buyer will be responsible to pay all applicable sales taxes, which shall be paid to Debtor and paid to the appropriate taxing authorities.

XV. **Release of Funds Provided to Escrow Holder.** Escrow Holder will not release any such funds it receives in relation to the sale of the Asset to Debtor unless authorized by a Bankruptcy Court order. Escrow Holder will not release any such funds to a Qualified Bidder unless (a) Debtor

and the Qualified Bidder provide to Escrow Holder their mutual written instructions authorizing the release of such funds as long as such instructions are not in conflict with the provisions of these Sale Procedures or (b) the Bankruptcy Court enters an order authorizing the release of such funds. All Qualified Bidders hereby absolve and waive and release fully and completely Escrow Holder from any liability of any nature whatsoever for any acts taken by Escrow Holder in accordance with the provisions of this paragraph.

XVI. **Jurisdiction.** Any and all disputes related to, resulting from, or arising from the Sale Procedures set forth herein, the Auction, the Motion to Sell, the Hearing on the Motion to Sell, the selection of the Successful Bidder, the disposition of Deposits, the sale of the Asset, or the conduct of Debtor, will be adjudicated solely by the Bankruptcy Court. A Qualified Bidder's submission of a bid will constitute an express consent by the bidder to the exclusive jurisdiction of the Bankruptcy Court to hear and to rule on any action or proceeding with respect to all such matters. Notwithstanding the foregoing, in the event that the Bankruptcy Case should be closed or dismissed, any action or proceeding with respect to such matters may be brought only in the state or federal courts sitting in Los Angeles County, California.

FOR FURTHER INFORMATION REGARDING THE ASSET, DUE DILIGENCE, OR THE SALE PROCESS, PLEASE CONTACT:

Debtor's Bankruptcy Counsel

David R. Haberbush, Esq.
Haberbush, LLP
444 West Ocean Boulevard, Suite 1400
Long Beach, CA 90802
Telephone: (562) 435-3456
Facsimile: (562) 435-6335
Email: dhaberbush@LBinsolvency.com

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444 West Ocean Boulevard, Suite 1400
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Facsimile: (562) 435-6335
Email: vhaberbush@LBinsolvency.com

ASSET PURCHASE AGREEMENT

among

SANTA PAULA HAY & GRAIN AND RANCHES

as Debtor-In-Possession

and

RM AUCTIONS, INC.

DATED AS OF JUNE 30, 2025

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of June 30, 2025 by and among Santa Paula Hay & Grain and Ranches, a general partnership, as debtor-in-possession (referred to herein as "Seller" or "Debtor"), Case No. 9:25-bk-10314-RC (the "Bankruptcy Case"), in the United States Bankruptcy Court for the Central District of California, Northern Division (the "Bankruptcy Court"), and RM Auctions Inc. d.b.a RM Sotheby's, a Delaware Corporation, or its permitted designee ("Purchaser"). Purchaser and Seller shall be collectively referred to as the "Parties."

RECITALS

WHEREAS, on March 12, 2025 (the "Commencement Date"), the Seller commenced the Bankruptcy Case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (as defined in Article 1 hereof) with the Bankruptcy Court;

WHEREAS, Seller is continuing to manage its affairs as debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Seller wishes to sell, transfer, convey, assign, and deliver to Purchaser, in accordance with Sections 363 and 365 and the other applicable provisions of the Bankruptcy Code, the Purchased Asset (as hereinafter defined);

WHEREAS, Purchaser wishes to purchase and take delivery of the Purchased Asset;

WHEREAS, the Purchased Asset will be sold free and clear of all liens and encumbrances pursuant to a Sale Order (as defined in Article 1 hereof) of the Bankruptcy Court approving such sale under Section 363 of the Bankruptcy Code; and

WHEREAS, all of the obligations of the Seller under this Agreement are conditioned upon, among other things, the approval of the Bankruptcy Court in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. For purposes of this Agreement and any schedules hereto or other Transaction Documents, the following terms shall have the following meanings:

"Alternate Bidder" means a "Qualified Bidder" (as defined in the Sale Procedures Order) who makes an Alternate Bid (as defined in the Sale Procedures Order).

"Auction" has the meaning set forth in the Sales Procedure Order.

"Bankruptcy Code" means 11 U.S.C. Section 101, *et. seq.*, and any amendments thereof operative at the time of the Bankruptcy Case.

"Debtors' Counsel" means Haberbush, LLP.

"End Date" means the second (2nd) business day after expiration of the 14-day appeal period following entry of the Sale Order.

"Deposit Account" means the account designated by the Escrow Holder for holding Deposits.

"Escrow Holder" means Debtor's Counsel, Haberbush, LLP.

"Final Order" means an order or judgment, entered by a court of competent jurisdiction, that remains in full force and effect and has not been reversed, or amended or modified in a manner that is materially inconsistent with the terms and conditions set forth in this Agreement, and as to which (i) no stay is in effect, (ii) the time to seek rehearing, file a notice of appeal or seek other review has expired, and (iii) no appeal or request for rehearing or other review is pending.

"Governmental Authority" means any federal, state, provincial, municipal and foreign governmental entity, authority, or agency, or any other political subdivision, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.

"Hearing Deadline" means the date for the hearing on the Sale Motion which, unless extended by order of the Bankruptcy Court or mutual agreement of the Parties, shall be no later than thirty (30) days after entry of the hearing on the Sales Procedures Order, unless the Bankruptcy Court cannot accommodate a sooner hearing and, in that case, at the earliest time the Bankruptcy Court can conduct a hearing on the Sale Motion.

"Interests" has the meaning given such term in Section 363(f) of the Bankruptcy Code.

"Law" means any federal, state, provincial, local or foreign statute, law, ordinance, regulation, rule, code, order, case law decision or other requirement or rule of law.

"Lien" or "Liens" means any security interests, mortgages, Interests, liens, pledges, charges, encumbrances and other rights or claims of third parties against the Purchased Asset.

"Material Adverse Effect" means any state of facts, change, event, effect, development, condition, circumstance or occurrence (when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences), that has had or would reasonably be expected to have an effect that (a) is materially adverse to the operation or condition of the Purchased Asset or (b) would materially impair the Seller's or Purchaser's ability to perform its obligations.

"Party" means any signatory to this Agreement.

"Person" means any corporation, partnership, limited liability company, joint venture, business association, Governmental Authority, entity, or individual.

"Procedures Motion" means a motion filed with the Bankruptcy Court seeking entry of an order approving the bid procedures for a sale to Purchaser or an alternative bidder.

"Purchased Asset" means a 1990 Ferrari F40, VIN ZFFMN34A9L0086230, that constitutes property of Seller's bankruptcy estate pursuant to Section 541 of the Bankruptcy Code.

"Related Party" means any officer, director, manager or equity holder of Seller, or any member of the immediate family of the foregoing.

"Sale Motion" means the motion described in Section 5.2 for entry of a Sale Order seeking, *inter alia*, authority for the Seller to sell and assign, among other things, the Purchased Asset to Purchaser.

"Sale Order" means an order granting the Sale Motion substantially in the form of Exhibit A attached hereto and otherwise in a form reasonably acceptable to Purchaser and the Seller, which order shall authorize the Seller to sell and assign the Purchased Asset to Purchaser in accordance with the terms and conditions of this Agreement.

"Sale Procedures Order" means an order entered by the Bankruptcy Court granting the Procedures Motion and approving the bid procedures set forth therein, substantially in the form of Exhibit B attached hereto and otherwise in form acceptable to Purchaser and Seller.

"Transaction Documents" means this Agreement, the schedules and exhibits to the Agreement, and any other documents necessary for consummating the Agreement.

"Target Closing Date" means thirty (30) days after the entry of the Sales Procedures Order.

Other Defined Terms. For purposes of this Agreement other capitalized terms used in this Agreement have the meanings ascribed to them elsewhere in this Agreement.

Other Meanings. Unless the context of this Agreement clearly requires otherwise, (a) "or" has the inclusive meaning frequently identified with the phrase "and/or," (b) "including" has the inclusive meaning frequently identified with the phrase "including, but not limited to," (c) references to "hereof," "hereunder" or "herein" or words of similar import relate to this Agreement, and (d) any reference to the singular shall include the plural.

ARTICLE 2

PURCHASE AND SALE

2.1 Sale of Purchased Asset. Except as otherwise provided and subject to the terms and conditions set forth in this Agreement, the Seller agrees to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser agrees to purchase from the Seller at the Closing (as defined in Section 7.1 hereof), all of the Seller's respective right, title and interest in and to the Purchased Asset, free and clear of all Liens.

ARTICLE 3

DESCRIPTION OF PURCHASED ASSET

3.1 Purchased Asset. On and subject to the terms and conditions of this Agreement, Purchaser agrees to purchase from the Seller, and the Seller agree to sell to Purchaser, all of the Purchased Asset for the Purchase Price. At the Closing, the Purchased Asset shall be sold, transferred and conveyed to Purchaser, free and clear of all Liens, and Purchaser will purchase, acquire, and accept for the Purchase Price, the Purchased Asset, free and clear of all Liens.

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ARTICLE 4

PURCHASE PRICE

4.1 Purchase Price. The purchase price for the Purchased Asset shall be an amount equal to Two Million Five Hundred and Fifty-Five Thousand and 00/100 Dollars (\$2,555,000.00) (the "Purchase Price") payable in immediately available cash funds.

4.2 Deposit; Closing Payments.

(a) Purchaser shall fund the deposit in two installments. The first installment, in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000), shall be deposited into the Deposit Account in immediately available funds within five (5) business days following execution of this Agreement. The second installment, also in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000), shall be deposited into the Deposit Account no later than the Deposit Deadline (defined below), provided that the Purchaser is selected as the "stalking horse bidder." The two installments, collectively, shall constitute the "Deposit." Except as otherwise provided herein, the Deposit shall be applied to the obligations of Purchaser hereunder.

(b) Except as provided in Section 4.3, below, Two Hundred Thousand Dollars (\$200,000) of the Deposit shall become non-refundable upon entry by the Bankruptcy Court of the Sale Procedures Order.

(c) At the Closing, subject to Articles 4 and 5 hereof, the Deposit, together with all interest accrued thereon, shall be credited and applied toward payment of the Purchase Price, and the Escrow Holder shall deliver the Deposit to the Seller.

(d) The balance of any cash portion of the Purchase Price payable at Closing shall be paid by Purchaser by wire transfer of immediately available funds to the Escrow Holder.

4.3 Application or Return of Deposit. The Deposit, together with all interest accrued thereon, shall either be applied to the payment of the Purchase Price hereunder or returned to the Purchaser upon the occurrence of any of the following: (i) the sale of the Purchased Asset is approved by the Bankruptcy Court but the transaction terminates by virtue of any wrongful action or inaction of the Seller, or for any other reason not caused by or attributable to any material breach, default, or failure to perform by the Purchaser, (ii) the Sale Order has not been entered and become a Final Order prior to September 30, 2025, or (iii) Purchaser is not the Successful Bidder. For the avoidance of doubt, in the event that any of the conditions set forth in clauses (i), (ii), or (iii) above occurs—including, without limitation, if the Sale Order does not become a Final Order on or before September 30, 2025, or if Purchaser is not selected as the Successful Bidder by such date—the Escrow Holder shall return the entire Deposit, together with all interest accrued thereon, to the Purchaser within five (5) days after the occurrence of such event. The Parties hereto agree that in the event of a breach of this Agreement by Purchaser,

Seller's damages will difficult if not impossible to ascertain at the time of the making of this Agreement. Therefore, notwithstanding that all conditions precedent in Articles 12 and 13 have been met and the Sale Order has become a Final Order, if Purchaser is unwilling or unable to consummate the sale and perform the obligations required upon closing, Two Hundred Thousand Dollars (\$200,000) of the Deposit shall be non-refundable and shall immediately be released and paid by the Escrow Holder to the Seller as liquidated damages and shall be Seller's sole remedy.

ARTICLE 5

PROCEDURES AND APPROVALS

5.1 Due Diligence. The Seller shall make the Purchased Asset available to Purchaser for inspection including, at a minimum, one (1) inspection to be conducted no later than two (2) days prior to the Auction, for the purpose of confirming that the condition of the Purchased Asset has not materially changed from its condition during any prior inspection (the "Final Inspection").

5.2 Bankruptcy Court Proceedings.

(a) On or before July 7, 2025, the Seller shall file with the Bankruptcy Court a Procedures Motion seeking entry of a Sale Procedures Order approving the bid procedures described herein. The Seller shall have until forty (40) days after the entry of the Sales Procedures Order to obtain entry of a Sale Order that includes the provisions described in subsection (b) below (unless waived by Purchaser) and is otherwise in a form reasonably acceptable to Purchaser and the Seller.

(b) Purchaser will not be entitled to a Break-Up Fee in the event it is not the Successful Bidder (as defined hereinbelow).

(c) The Sale Procedures Order shall contain the provisions set forth in Exhibit B attached hereto.

(i) Subject to Section 5.2 (c)(iv) and Section 5.2 (d) below, Seller will conduct an auction with respect to the sale of the Purchased Asset at the hearing on the Sale Motion (the "Auction"). The terms of this Agreement will be the opening bid. The first bid over the Purchaser's offer will be not less than the Purchaser's opening bid, plus the first overbid of \$45,000. Qualified Bidders (as defined herein below), including the Purchaser, shall have the opportunity to make overbids. All subsequent overbids after the first overbid shall be in minimum increments of at least \$10,000 higher than the previous bid;

(ii) Any person or entity who desires to participate in the Auction for the purchase of the Purchased Asset must qualify to be an authorized bidder ("Qualified

Bidder"). In order to become a Qualified Bidder, a bidder must satisfy the following requirements:

A. Deliver the Deposit of \$500,000 to the Escrow Holder no later than three (3) business days prior to the Auction (the "Deposit Deadline"), which the Escrow Holder shall confirm as good funds;

B. Execute and deliver an offer on terms substantially identical to those of this Agreement (the "Overbid Agreement") to Escrow Holder, so that it is received prior to the Deposit Deadline, except that:

1. The monetary deposit shall be a single installment in the amount of \$500,000;

2. The purchase price shall be not less than Two Million Six Hundred thousand and 00/100 (\$2,600,000);

3. The offer will not be subject to any contingencies and will not be subject to the satisfaction of any conditions except approval of the offer/bid as the highest or otherwise best bid by the Bankruptcy Court; and

4. Such offer shall provide for the consummation of all transactions described therein on or before the End Date.

(iii) A Qualified Bidder will be entitled to obtain a refund of its Deposit (1) upon the Qualified Bidder's giving written notice of its intent not to be a bidder at the Auction to Escrow Holder prior to the Deposit Deadline; or (2) if the Qualified Bidder is not the Successful Bidder (defined herein below).

(iv) The Purchaser and any other Qualified Bidder will be permitted to bid to purchase the Purchased Asset at the Auction, which will take place at the hearing on the Sale Motion. The party who, based on the Debtor's business judgment, makes the highest or otherwise best offer to purchase the Purchased Asset shall be the successful bidder (the "Successful Bidder"). If no Qualified Bidder submits a qualified bid other than the bid made by this Agreement, then the Debtor will not hold the Auction and the Purchaser will be deemed the Successful Bidder and the Agreement will be deemed the Successful Bid (as defined below).

(v) Upon the conclusion of the Auction, Debtor, with approval from the Bankruptcy Court at the hearing on the Sale Motion, will select the successful bid for the Purchased Asset (the "Successful Bid") as the highest or otherwise best offer received for purchase of the Purchased Asset. The Debtor and the Successful Bidder shall close the sale of the Purchased Asset no later than the End Date. In the event the Successful Bidder fails to timely close the sale, the Bankruptcy Court will have determined which unsuccessful bidders (the "Back-Up Bidder(s)"), in order of priority and with reference to the favorableness to Debtor's bankruptcy estate (the "Priority of Overbids"), shall be bound and have the right to purchase the

Purchased Asset for the amount of their last bid (the "Back-Up Bid"), without any need for further order of the Bankruptcy Court. If a Successful Bidder fails to timely close the sale of the Purchased Asset, the next highest or otherwise best Back-Up Bid, as determined by the Bankruptcy Court, will instead be deemed to be the Successful Bid with respect to the sale of the Purchased Asset, without any need for further order of the Bankruptcy Court. Should such Back-Up Bidder fail to close the sale within ten (10) calendar days after notification its offer is the winning bid by Escrow Holder, its liquidated damages of \$200,000 shall be forfeit to Debtor. The process of accepting the next Back-Up Bidder in the Priority of Overbids shall require such Back-Up Bidder to close the sale within ten (10) calendar days after the notification by Escrow Holder that it is the Successful Bidder. Escrow holder shall repeat the process with each Back-Up Bidder until the sale is closed or all Back-Up Bidders have failed to perform. Once the Successful Bidder or a Back-Up Bidder closes the sale, all other Back-Up Bidders' monetary deposits shall be returned to them by Escrow Holder within two (2) business days after the closing of the sale of the Purchased Asset, but in no event later than thirty (30) days after the hearing on the Sale Motion without the consent of the Back-Up Bidder. Notwithstanding anything herein to the contrary, the Purchaser will not, and may not, be designated a Back-Up Bidder unless the Purchaser otherwise agrees to be a Back-Up Bidder in writing

(vi) Except as provided expressly to the contrary in paragraph 5(b)(v) hereof, all Deposits provided to Escrow Holder by Court-Approved Back-Up Bidders will be retained by Escrow Holder, and all Court-Approved Back-Up Bidders' Bids will remain open, notwithstanding the Bankruptcy Court's approval of the sale of the Purchased Asset to the Successful Bidder or a Back-Up Bidder, until two (2) business days after the closing of the sale of the Purchased Asset, but in no event later than thirty (30) calendar days after the hearing on the Sale Motion without the consent of the Back-Up Bidder; provided, however, that Escrow Holder will return, within seven (7) calendar days after the hearing on the Sale Motion, all Deposits provided by a Qualified Bidder if the Bankruptcy Court determines that the Qualified Bid is not viable as a Back-Up Bid.

(vii) Seller's obligation to consummate the sale of the Purchased Asset to the Successful Bidder will arise only when the Bankruptcy Court approves the proposed sale of the Purchased Asset at the hearing on the Sale Motion and the Successful Bidder tenders in full the purchase price for the Purchased Asset and otherwise complies with its obligations under the Agreement. Seller reserves the right, in the exercise of its sole and absolute discretion, to decline to sell the Purchased Asset in the event that the Buyer does not timely consummate its proposed purchase of the Purchased Asset in breach of the terms of this Agreement.

(viii) Unless an alternate date is agreed to by the Seller and Purchaser or Seller and the Successful Bidder other than Purchaser, the Closing shall occur no later than the End Date; and

(d) In addition to the Sale Procedures indicated above in Section 5.2(c), Seller shall also have an option for purchasers to buy the Purchased Asset immediately for five million dollars (\$5,000,000) (the "Buy It Now Option"). In the event a party elects to purchase the Purchased Asset through the Buy It Now Option, the Overbidding Procedures specified in Section 5.2(c) will not apply.

(e) The Seller shall promptly provide notice of any hearing on the Sale Motion, or any other matter before the Bankruptcy Court relating to this Agreement, in each case as required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules of the Central District of California or as otherwise ordered by the Bankruptcy Court, including to (i) all Persons that have asserted Liens in the Purchased Asset, (ii) all Taxing and Governmental Authorities and environmental authorities in jurisdictions applicable to Seller, and (iii) all employees, independent contractors and former employees and independent contractors which Seller believes may have a claim or a basis for a claim in the Bankruptcy Cases, (iv) all creditors identified on the schedules to the Bankruptcy Court filings, (v) the U.S. Trustee, (vi) counsel to the Purchaser, and (vii) all other parties that have requested special notice in the Bankruptcy Case, all other parties listed on the master mailing list, and all other Persons Seller believes may have an interest in bidding on the Purchased Asset. Seller shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court, which filings shall be submitted, to the extent practicable, to Purchaser prior to their filing with the Bankruptcy Court for Purchaser's prior review.

(f) The Parties shall consult with each other regarding pleadings that any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably effect, the Bankruptcy Court's approval of, as applicable, the Sales Procedures Order and the Sale Order. Seller shall promptly provide Purchaser and its counsel with copies of all notices, filings, and orders of the Bankruptcy Court that Seller has in its possession (or receives) pertaining to the Procedures Motion, the Sale Procedures Order, the Sale Motion, and the Sale Order, or any other order related to any of the transactions contemplated by this Agreement, but only to the extent such papers are not publicly available on the docket of the Bankruptcy Court or otherwise made available to Purchaser and its counsel. Seller shall not seek any modification to the Sales Procedures Order or the Sale Order by the Bankruptcy Court or any other Governmental Entity of competent jurisdiction to which a decision relating to the Seller's Chapter 11 Case has been appealed, in each case, without the prior written consent of Purchaser.

(g) If the Sales Procedure Order, the Sale Order, or any other orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Sales Procedures Order, the Sale Order, or other such order), subject to rights otherwise arising from this Agreement, Seller shall use commercially reasonable efforts to

defend such appeal, petition, or motion and obtain an expedited resolution of any such appeal, petition or motion to the extent reasonably possible.

5.3 Certain Bankruptcy Undertakings by the Seller.

(a) Purchaser and Seller will use their commercially reasonable efforts to take all actions and do all things necessary or appropriate to comply with and satisfy the terms and conditions of this Agreement and consummate the transactions contemplated by this Agreement. With the cooperation of the Seller, Purchaser will: bear the burden of providing the evidence to establish Purchaser is a good faith purchaser; and cooperate with the Seller to comply with the terms and conditions of and consummate the transactions contemplated by this Agreement, and Purchaser will not interfere, directly or indirectly, with such efforts by the Seller.

(b) From and after the date hereof, except as ordered by the Bankruptcy Court, the Parties agree to use their commercially reasonable efforts to neither take any action, nor fail to take any action, which action or failure to act would reasonably be expected to (i) prevent or impede the consummation of the transactions contemplated by this Agreement in accordance with the terms and conditions of this Agreement and the proposed Sale Order; or (ii) with respect to the Sale Procedures Order or the Sale Order, result in (A) the reversal, avoidance, revocation, vacating, or modification (in any manner that would reasonably be expected to materially and adversely affect Purchaser's or Seller's rights hereunder) of the Sale Procedures Order or the Sale Order, or (B) the entry of a stay pending appeal.

(c) If the Sale Procedures Order, the Sale Order, or any other order of the Bankruptcy Court relating to this Agreement shall be appealed (or a petition for certiorari or motion for rehearing or reargument shall be filed with respect thereto), and, as a result thereof and Purchaser elects not to proceed with a Closing by providing written notice to the Seller within two (2) business days following the filing of such appeal, petition for certiorari, or motion for rehearing or reargument, then Purchaser's Deposit shall be refunded in full within five (5) days. If, however, Purchaser elects to proceed with a Closing under the circumstances, then Seller shall contest any such appeal, petition for certiorari or motion for rehearing or reargument and shall take all steps as may be reasonable and appropriate to defend against such appeal, petition or motion, and shall endeavor to obtain an expedited resolution thereof.

ARTICLE 6

INSTRUMENTS OF TRANSFER AND ASSUMPTION

6.1 Transaction Documents. Upon satisfaction or waiver of all conditions to the Parties' obligation to close, set forth in Articles 12 and 13, and Seller's receipt of the payment of the Purchase Price at the Closing, title to and possession of the Purchased Asset shall immediately pass to Purchaser, and, within one (1) business day following the conclusion of the

hearing on the Sale Motion, the Seller shall deliver to Purchaser a bill of sale with respect to the Purchased Asset.

ARTICLE 7

CLOSING

7.1 Closing Date. Subject to the terms and conditions hereof, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Debtors' Counsel, 444 West Ocean Blvd., Suite 1400, Long Beach, CA 90802, on the date (the "Closing Date") which is the later of: (i) the first (1st) business day following the date on which all conditions to Closing set forth in Articles 12 and 13 hereof have been satisfied or waived, or (ii) the End Date, unless Purchaser and the Seller agree in writing to a later date.

ARTICLE 8

SELLER'S REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties. Seller represents and warrants (and, as necessary, acknowledges) to Purchaser that the statements contained in this Article 8 are true, correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement in this Section). Any and all representations and warranties made by Seller herein, or otherwise in connection with the transactions contemplated herein, will lapse and terminate and be of no further force or effect following the Closing.

8.2 Organization, Qualification and Corporate Power. Seller is duly organized and validly existing under the Laws of Seller's state of organization, and Seller has all necessary power and authority to own and operate its properties and to carry on its business as it is now being conducted, and, subject to obtaining Bankruptcy Court approval as contemplated herein, to carry out the transactions contemplated by this Agreement. Seller has the power and authority to execute and deliver and, subject to entry of the Sale Order, perform its obligations under this Agreement, and to undertake the transactions contemplated hereby.

8.3 Authorization, Execution and Delivery of Agreement. Subject to obtaining the Sale Order and pursuant thereto, the execution, delivery, and performance of this Agreement by Seller in accordance with their terms, and the sale or assignment of the Purchased Asset to Purchaser in accordance therewith, have been duly and validly authorized and approved by all necessary action on the part of Seller. Subject to obtaining the Sale Order and pursuant thereto, Seller will have full power, right and authority to sell and convey to Purchaser the Purchased

Asset. This Agreement is, and will be as of the Closing Date, the legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms.

8.4 Title to and Condition of Purchased Asset. The Purchased Asset constitutes property of Seller's bankruptcy estate as provided in Section 541 of the Bankruptcy Code, and, subject to the entry of the Sale Order, Seller has the valid and enforceable right to transfer, sell and assign to Purchaser the Purchased Asset, free and clear of all Liens.

8.5 Condition of the Purchased Asset Post-Inspection. From the time of Purchaser's Final Inspection through the conclusion of the Auction, Seller will not make any modifications, alterations, or material changes to the Purchased Asset, and the condition of the Purchased Asset will remain materially the same as ascertained by Purchaser during the Final Inspection.

8.6 No Violation of Laws or Agreements. Assuming that the Bankruptcy Court enters the Sale Order, the execution and delivery by Seller of this Agreement and other documents contemplated hereby to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated herein will not violate, in any material respect, any statute or Law or any judgment, decree, order, regulation, or rule of any court or governmental authority to which Seller is subject or any contract, instrument, or other agreement to which Seller is a party.

8.7 Governmental Approvals. Other than entry of the Sale Order, there are no governmental approvals required as a precondition to Seller's consummation of the transactions contemplated by this Agreement.

8.8 No Other Representations or Warranties. Except for the representations and warranties contained in this Article 8, neither Seller nor any other Person makes (and Purchaser is not relying upon) any other express or implied representation or warranty with respect to Seller, the Business, the Purchased Asset (including the value, condition, or use of the Purchased Asset), or the transactions contemplated by this Agreement, and Seller disclaims any other representations or warranties, whether made by Seller, any affiliate of Seller or any of their respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in this Article 8, Seller (i) expressly disclaims and negates any representation or warranty, express or implied, at common law, by statute or otherwise, relating to the condition of the Purchased Asset (including any implied or expressed warranty of title, merchantability or fitness for a particular purpose).

ARTICLE 9

PURCHASER'S REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties. Purchaser represents and warrants (and, as necessary, acknowledges) to the Seller that the statements contained in this Article 9 are true,

correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 9).

9.2 Organization; Qualification and Corporate Power. Purchaser is an incorporated company duly organized, validly existing and in good standing under the Laws of the State of Delaware. Purchaser has all necessary power and authority to (a) own and operate its properties, (b) carry on its business as it is now being conducted, (c) undertake and carry out the transactions contemplated by this Agreement; (d) perform its obligations under this Agreement and the Sale Order (and any other Final Order of the Bankruptcy Court relating to the transactions contemplated by this Agreement), and (e) own and operate the Purchased Asset.

9.3 Governmental Approvals. Other than entry of the Sale Order, there are no governmental approvals required as a precondition to Purchaser's consummation of the transactions contemplated by this Agreement.

9.4 Authorization, Execution and Delivery of Agreement. All corporate or other legal consents and approvals necessary to authorize its execution and delivery of this Agreement and its performance hereunder have been obtained by Purchaser. The execution, delivery, and performance of this Agreement in accordance with its terms by it have been duly and validly authorized and approved by all necessary limited liability company action of Purchaser. It has full power, right, and authority to acquire the Purchased Asset. This Agreement, when so executed and delivered, will be its valid and binding obligation, enforceable against it in accordance with its terms. The representatives of Purchaser that execute this Agreement on its behalf are duly-authorized and empowered to bind Purchaser to the terms and conditions of this Agreement.

9.5 Funding. At Closing, Purchaser shall have available to it all of the required cash or financing to pay the Purchase Price and to perform all of its obligations required to be performed by it at the Closing pursuant to this Agreement, the other Transaction Documents, or applicable orders of the Bankruptcy Court. Purchaser's ability to consummate the transactions contemplated by this Agreement is not subject to any financing contingency.

ARTICLE 10

DISCLAIMER OF WARRANTIES

10.1 Disclaimer of Warranties. Purchaser hereby acknowledges and agrees that, except for the representations and warranties of the Seller expressly set forth in this Agreement, Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Asset including the merchantability or fitness of the Purchased Asset or any portion of the Purchased Asset for any particular purpose, or any other matter or

thing relating to the Purchased Asset (or any portion thereof). Without in any way limiting the foregoing, except as otherwise expressly set forth in Article 8 above, Seller hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose of the Purchased Asset. Purchaser further acknowledges that as of the date of this Agreement, it has conducted such preliminary inspections and investigations of the Purchased Asset as it has deemed necessary or appropriate to enter into this Agreement, and that it intends to conduct one or more additional inspections as expressly contemplated herein. Purchaser is proceeding with the consummation of the transactions contemplated by this Agreement based upon such preliminary inspections and its continuing rights to inspect the Purchased Asset as provided herein (except for the representations and warranties expressly set forth in Article 8, above). Accordingly, and in light of the fact that any and all representations and warranties made by Seller will lapse and terminate and be of no further force or effect following the Closing, Purchaser accepts the Purchased Asset at the Closing "AS IS," "WHERE IS," and "WITH ALL FAULTS."

ARTICLE 11

SELLER'S AND PURCHASER'S COVENANTS

11.1 Public Announcement. Subject to the provisions of the Bankruptcy Code and Seller's right to make such filings and disclosures as it in good faith deems necessary or appropriate in connection with the Bankruptcy Case and subject to Seller's duty arising upon filing the Sale Motion to market the Purchased Asset so as to obtain the highest and best terms for purchase possible under the circumstances, no Party hereto, nor their respective affiliates, agents, and representatives shall make or issue, or cause to be made or issued, any public announcement or written statement concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other Party hereto (which will not be unreasonably withheld or delayed), unless counsel to such Party advises that such announcement or statement is required by law (in which case the Parties hereto shall make reasonable efforts to consult with each other prior to such required announcement). The restrictions imposed hereunder shall not apply to communications between Purchaser and Seller. Notwithstanding anything herein to the contrary, following the filing of the Sale Motion, Purchaser may, but is not obligated to, make a public announcement of its intent to proceed under this Agreement.

11.2 Taxes

(a) Except for sales taxes, Seller shall be responsible for all taxes, charges, fees, levies, penalties, or other assessments imposed by any federal, state, territorial, local, or foreign taxing authority, including income, gross receipts, excise, property, transfer, franchise, payroll, withholding, social security, and other taxes, and shall include any interest, penalties, or additions attributable thereto ("Taxes") in connection with, relating to or arising out of the

ownership of the Purchased Asset attributable to taxable periods, or portions thereof, ending on or before the Closing. Purchaser shall be responsible for all applicable Taxes in connection with, relating to or arising out of the Purchased Asset attributable to taxable periods, or portions thereof, from and after the Closing. All state and local sales and use Taxes, to the extent attributable to periods prior to the Closing, shall be paid or otherwise discharged by Seller through the payment of such sales Taxes by Purchaser to Seller.

(b) Purchaser shall be responsible for paying over to Seller all sales taxes attributable to the sale of the Purchased Asset unless Purchaser shows proof of exemption from such taxation such as by providing a valid and effective reseller's permit.

11.3 Good Faith Efforts. Without limiting the specific obligations of any Party hereto under any covenant or agreement hereunder, each Party hereto shall use its good faith efforts to take all action and do all things necessary to consummate the transactions contemplated in this Agreement.

11.4 No Survival of Representations and Warranties. None of the representations and warranties contained in this Agreement or made in any other documents or instruments delivered pursuant to this Agreement shall survive the Closing hereunder.

ARTICLE 12

CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE

12.1 Conditions to Closing. The obligations of Purchaser under this Agreement with respect to the purchase and sale of the Purchased Asset shall be subject to the fulfillment of the conditions of Article 12 on or prior to the Closing, any of which may be waived in writing by Purchaser. Seller shall use its best efforts to satisfy these conditions so that the Closing can occur on (i) the first (1st) business day following the date on which all conditions to Closing set forth in Articles 12 and 13 hereof have been satisfied or waived, or (ii) the End Date.

12.2 Accuracy of Representations and Warranties; Performance of this Agreement. To the best of Seller's knowledge, each of the representations and warranties made by Seller shall be true and correct in all material respects on and as of the date hereof and as of the Closing Date (unless such representation or warranty is given as of a particular date in which case such representation or warranty will be considered only as of such particular date). Seller shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement, the Sale Procedures Order, or the Sale Order (or any other Final Order of the Bankruptcy Court relating to the transactions contemplated by this Agreement) to be performed or complied with by it prior to the Closing and shall be able to perform in all material respects all of the agreements and covenants required by this Agreement, the Sale Procedures

Order, or the Sale Order (or any other Final Order of the Bankruptcy Court relating to the transactions contemplated by this Agreement) to be performed or complied with at Closing.

12.3 Bankruptcy Matters. The Sale Order, in form and substance reasonably acceptable to Purchaser, shall have been entered and the hearing on the Sale Motion shall have been held by the Hearing Deadline. The Sale Order must be in effect and must be a Final Order.

12.4 No Material Adverse Effect or Destruction of Property. There shall be no material adverse effect to the Purchased Asset or destruction of the Purchased Asset between the date hereof and the Closing.

12.5 Good Faith Purchaser. Purchaser shall have been found by the Bankruptcy Court at the hearing on the Sale Motion to be a good faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code.

ARTICLE 13

CONDITIONS PRECEDENT TO THE SELLER'S OBLIGATION TO CLOSE

13.1 Conditions to Closing. The obligations of Seller under this Agreement with respect to the purchase and sale of the Purchased Asset shall be subject to the fulfillment of each of the following conditions on or prior to the Closing, any of which may be waived in writing by Seller. Purchaser shall use its best efforts to satisfy these conditions so that the Closing can occur on (i) the first (1st) business day following the date on which all conditions to Closing set forth in Articles 12 and 13 hereof have been satisfied or waived, or (ii) the End Date.

13.2 Accuracy of Representations and Warranties; Performance of this Agreement. Each of the representations and warranties made by Purchaser shall be true and correct in all material respects on and as of the date hereof and as of the Closing Date (unless such representation or warranty is given as of a particular date in which case such representation or warranty will be considered only as of such particular date). Purchaser shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement, each other Transaction Document, the Procedures Order, or the Sale Order (or any other Final Order of the Bankruptcy Court with respect to the transactions contemplated by this Agreement) to be performed or complied with by them prior to the Closing, and shall be able to perform in all material respects all of the agreements and covenants required by this Agreement, each other Transaction Document, the Procedures Order, or the Sale Order (or any other Final Order of the Bankruptcy Court with respect to the transactions contemplated by this Agreement) to be performed or complied with at Closing.

13.3 Authorizing Resolutions. Purchaser shall have delivered to the Seller copies of the authorizing resolutions of its board of directors authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and all instruments and

documents to be delivered in connection herewith and the transactions contemplated hereby or thereby, duly certified by an authorized signatory of Purchaser.

13.4 Good Faith Purchaser. Purchaser shall have been found by the Bankruptcy Court at the hearing on the Sale Motion to be a good faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code.

13.5 Bankruptcy Matters. The Sale Order must be in effect and must be a Final Order.

ARTICLE 14

TERMINATION

14.1 Breaches and Defaults; Opportunity to Cure. Prior to the exercise by a Party of any termination rights afforded under Section 14.2 of this Agreement, if the Seller or Purchaser (the "Non-Breaching Party") believes that either Seller or Purchaser, as applicable (the "Breaching Party") is in breach hereunder, the Non-Breaching Party shall provide the Breaching Party with written notice (a "Default Notice") specifying in reasonable detail the nature of such breach, whereupon if such breach is curable the Breaching Party shall have ten (10) business days from the receipt of such Default Notice to cure such breach to the reasonable satisfaction of the Non-Breaching Party; provided, however, that the cure period for a breach shall in no event extend, or cause the Closing Date to extend, beyond the End Date. The Parties hereby agree that disputes concerning the validity or adequacy of any Default Notice shall be resolved by the Bankruptcy Court, and each Party hereto specifically consents to the jurisdiction of the Bankruptcy Court to resolve any such disputes. If the breach is not cured within the cure period described above and if there has been no challenge to the sufficiency of any Default Notice, or, to the extent of any such challenge, the Default Notice has been upheld by the Bankruptcy Court as proper under the circumstances, then the Non-Breaching Party shall be entitled to terminate this Agreement.

14.2 Termination. This Agreement may be terminated, and the transactions contemplated herein may be abandoned, by written notice given to the other Party hereto in accordance with Section 14.1, at any time prior to the Closing:

- (a) at any time, by mutual written consent of the Seller and Purchaser;
- (b) by the Seller or Purchaser if the Sale Order, for any reason (other than a material breach or material default hereunder by the Party seeking to terminate), has not become a Final Order on or before September 30, 2025;
- (c) subject to the right to cure set forth in Section 14.1, at any time prior to the Closing Date by Purchaser if Seller (i) alters, amends, or breaches any of the material covenants of this Agreement, or (ii) is in breach of any material covenant, representation, undertaking, or

warranty, or if it appears that a condition set forth in Article 12 is impossible (other than through the failure of Purchaser to comply with its obligations under this Agreement) to satisfy and Purchaser has not waived such condition in writing on or before the Closing Date;

(d) subject to the right to cure set forth in Section 14.1, at any time prior to the Closing Date by Seller if Purchaser is in breach of any material covenant, representation, or warranty, or if a condition set forth in Article 12 is impossible (other than through the failure of the Seller to comply with its obligations under this Agreement) to satisfy and Seller has not waived such condition in writing on or before the Closing Date;

(e) by Purchaser if, notwithstanding the entry of a Final Order approving the sale, the Seller refuses to close for any reason whatsoever, other than a breach or default by Purchaser of Purchaser's obligations at Closing;

(f) by Seller or Purchaser if the Closing shall not have occurred on or before the End Date, unless the failure to have the Closing shall be due to the failure of the Party seeking to terminate this Agreement to perform in any material respect its obligations under this Agreement required to be performed by it at or prior to the Closing; or

(g) by Purchaser if Seller enters into an agreement for the sale of any of the Purchased Asset with any party other than Purchaser.

14.3 Liquidated Damages. The Parties hereto agree that, in the event of a breach of this Agreement by Purchaser, Seller's damages will difficult if not impossible to ascertain at the time of the making of this Agreement. Therefore, notwithstanding that all conditions precedent in Articles 12 and 13 have been met and the Sale Order has become a Final Order, if Purchaser is unwilling or unable to consummate the sale and perform the obligations required upon closing, Two Hundred Thousand Dollars (\$200,000) of the Deposit shall be non-refundable and shall immediately be released and paid by the Escrow Holder to the Seller as liquidated damages and be Seller's sole remedy.

ARTICLE 15

MISCELLANEOUS

15.1 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by telecopier, recognized overnight delivery service, or registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

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If to Purchaser:

RM Sotheby's

Andrew Olson

Car Specialist, RM Sotheby's

9510 Jefferson Boulevard, Culver City, CA 90232

Phone number: (310) 559-4575

Email: aolson@rmsothebys.com

with a required copy to:

John Sulman

General Counsel, RM Sotheby's

1 Classic Car Drive, Blenheim, Ontario N0P 1A0 Canada

Phone number: (519) 352-4575

Email: jsulman@rmsothebys.com

If to Seller:

Santa Paula Hay & Grain and Ranches

1203 S. Sespe

Fillmore, CA 93015

Attn: Mr. Guadalupe A. Guzman

Phone number: (805) 797-4295

Email: lupehay27@gmail.com

with a required copy to:

David R. Haberbush, Esq.

Haberbush, LLP

19

444 West Ocean Boulevard

Suite 1400

Long Beach, CA 90802

Phone number: (562) 435-3456

Facsimile: (562) 435-6335

Email: dhaberbush@LBinsolvency.com

Notices delivered personally or by electronic mail shall be effective upon receipt. Notices transmitted by telecopy shall be effective when received, provided that the burden of proving receipt when notice is transmitted by telecopy shall be the responsibility of the Party providing such notice. Notices delivered by overnight mail shall be effective when received. Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, or 72 hours after mailing, whichever is earlier.

15.2 Expenses. Except as expressly provided herein, each Party shall bear its own expenses and costs, including the fees of any attorney retained by it, incurred in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby. In the event either Party shall bring any action or proceeding in connection with the performance, breach, or interpretation of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the losing Party all reasonable costs and expenses of such action, including, without limitation, reasonable attorneys' fees.

15.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California (without application of principles of conflicts of law). In connection with any controversy arising out of or related to this Agreement, Seller and Purchaser hereby irrevocably consent to the exclusive jurisdiction of the Bankruptcy Court, or if, and only if, the Bankruptcy Case has been closed, any federal court located in the Central District of California (Northern Division) or any courts of the State of California located in Ventura County. Seller and Purchaser each irrevocably consents to service of process out of the aforementioned courts and waives any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or in connection with this Agreement brought in the aforementioned courts.

15.4 Assignment. This Agreement binds and benefits the Parties and their respective successors and assignees. Purchaser shall have the right to freely assign any of its rights under this Agreement to any other entity (i) the majority of which is owned or controlled by Purchaser, (ii) that is an affiliate of Purchaser, or (iii) to an unrelated third party upon obtaining the consent (not to be unreasonably withheld) of Seller, or (iv) to any direct or indirect owner, member, or

principal of Purchaser. No Party may delegate any performance of its obligations under this Agreement, except that Purchaser may at any time delegate the performance of its obligations to any affiliate of Purchaser so long as Purchaser remains fully responsible for the performance of the delegated obligation.

15.5 Successors and Assigns. All agreements made and entered into in connection with this transaction shall be binding upon and inure to the benefit of the Parties hereto, their successors, and permitted assigns.

15.6 Amendments; Waivers. No alteration, modification, or change of this Agreement shall be valid except by an agreement in writing executed by the Parties hereto. Except as otherwise expressly set forth herein, no failure or delay by any Party hereto in exercising any right, power, or privilege hereunder (and no course of dealing between or among any of the Parties) shall operate as a waiver of any such right, power, or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of any such right, power, or privilege shall preclude the further or full exercise thereof.

15.7 Entire Agreement. This Agreement, together with the other Transaction Documents, merges all previous negotiations and agreements between the Parties hereto, either verbal or written, and constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement.

15.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one agreement. Facsimile signatures shall be deemed original signatures.

15.9 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality, and enforceability of such provision or application does not materially (a) alter the terms of this Agreement, (b) diminish the benefits of this Agreement, or (c) increase the burdens of this Agreement, for any person.

15.10 Section Headings. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

15.11 Interpretation. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, the Parties hereto agree that any rule of law, including, but not limited to, California Civil Code Section 1654, or any other statutes, legal decisions, or common law principles of similar effect, that would require

interpretation of any ambiguities in this Agreement against the Party that has drafted this Agreement, is of no application and is hereby expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intentions of the Parties hereto.

15.12 Third Parties. Nothing herein, expressed or implied, is intended to or shall confer on any Person other than the Parties hereto any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

15.13 Escrow Holder Matters. Escrow Holder shall hold all of the funds in the Deposit Account pursuant to the terms of this Agreement. Escrow Holder shall only disburse the contents of the Deposit Account at the times and pursuant to the terms and conditions set forth in this Agreement; provided, however, that, if there are any disputes and/or conflicting instructions from and/or among the Seller, Purchaser, and/or any other relevant party in interest regarding the disbursement of the funds in the Deposit Account, the Escrow Holder shall either (a) not release any funds in the Deposit Account until such dispute is resolved by the entry of a Final Order of the Bankruptcy Court or otherwise by agreement of the Parties, or (b) deposit any funds in the Deposit Account into the registry of the Bankruptcy Court and commence an interpleader action so that the Bankruptcy Court may determine the Parties' respective rights, if any, with respect to such funds. Escrow Holder shall not be deemed to have assumed any fiduciary duty to the Parties hereto, shall have no liability to any Party for actions taken in substantial compliance with the terms of this Agreement and/or controlling court order, and shall not charge any of the Parties a fee for serving as Escrow Holder hereunder, except that Escrow Holder is and will remain to be Seller's attorney and at no time Purchaser's attorney, and upon the happening of an event described in this paragraph, there shall be no conflict of interest in Escrow Holder's representing

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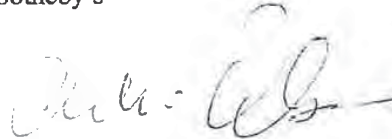
Seller's interests as against the interests of Purchaser in any third party proceeding, in the Bankruptcy Court or otherwise.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

Santa Paula Hay & Grain and Ranches
as Debtor-In-Possession

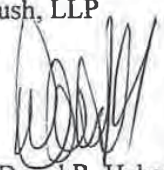
By: 
Name: Guadalupe A. Guzman
Title: General Partner

RM Sotheby's

By: 
Name: Andrew Olson
Title: Car Specialist

SOLELY WITH RESPECT TO SECTION 15.13 OF THE FOREGOING AGREEMENT

ESCROW HOLDER

Haberbush, LLP
By: 
Name: David R. Haberbush
Title: Partner

23

HABERBUSH, LLP
DAVID R. HABERBUSH, ESQ., SBN 107190
VANESSA M. HABERBUSH, ESQ., SBN 287044
444 West Ocean Boulevard, Suite 1400
Long Beach, CA 90802
Telephone: (562) 435-3456
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E-mail: vhaberbush@lbinsolvency.com

Proposed attorneys for Debtor and Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, NORTHERN DIVISION

In re

Santa Paula Hay & Grain and Ranches,

Debtor and Debtor-in-Possession.

Case No. 9:25-bk-10314-RC

Chapter 11

ORDER GRANTING MOTION TO (1) SELL THE ESTATE'S INTERESTS IN 1990 FERRARI F40, VIN ZFFMN34A9L0086230, FREE AND CLEAR OF ALL CLAIMS, LIENS, AND INTERESTS PURSUANT TO 11 U.S.C. § 363; (2) DISTRIBUTE PROCEEDS OF THE SALE; (3) ISSUE FINDINGS OF GOOD FAITH PURSUANT TO 11 U.S.C. § 363(m); AND (4) WAIVE THE 14-DAY STAY PROVIDED BY FEDERAL RULE OF BANKRUPTCY PROCEDURE 6004(h)

Hearing Date

Date:

Time:

Place: Courtroom 201

1415 State Street

Santa Barbara, CA 93101-2511

On [date] at [Time] the Motion for an order (1) authorizing the sale of the estate's interests in 1990 Ferrari F40, VIN ZFFMN34A9L0086230, free and clear of all claims and liens pursuant to 11 U.S.C. § 363; (2) Distribute Proceeds of the Sale; (3) Issue Findings of Good Faith Pursuant to 11 U.S.C. § 363(m); and (4) Waive the 14-Day Stay Provided by Federal Rule of Bankruptcy Procedure 6004(h) [Docket Number *] ("Motion" and/or "Motion to Sell") brought by Santa Paula Hay & Grain and Ranches, Debtor and Debtor-in-Possession in the above-captioned bankruptcy proceeding ("Debtor"), was heard by the above-entitled Court.

1 Appearances were as stated in the record. The Court, having considered the Motion, the
2 declarations in support thereof, and such other matters as were raised at the hearing on the
3 Motion, with good cause appearing therefor it is hereby

4 **IT IS HEREBY FOUND AND CONCLUDED**, pursuant to Rule 7052 of the Federal
5 Rules of Bankruptcy Procedure (“Bankruptcy Rules”), that:

6 A. The Court has jurisdiction over the Motion to Sell pursuant to 28 U.S.C. §§ 157
7 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N).
8 Venue of this chapter 11 case and the Motion to Sell in this district is proper under 28 U.S.C.
9 §§ 1408 and 1409.

10 B. The Debtor has complied with the procedures set forth in the Court’s Order
11 Granting Motion for Order: (1) Approving Sale and Overbidding Procedures in Connection with
12 the Sale of a 1990 Ferrari F40, VIN ZFFMN34A9L0086230 (the “Asset”); (2) Setting a Hearing
13 on the Motion to Sell; (3) Approving the Form of Notice to be Provided to Creditors and Parties-
14 in-Interest in Connection with the Motion to Sell; and (4) Authorizing a Buy it Now Price to Sell
15 the Asset Without Further Court Order (the “Sale Procedures Order”), entered on [date], for
16 giving notice of the Motion to Sell.

17 C. The bidding procedures (the “Bidding Procedures”) established by the Court
18 pursuant to the Sale Procedures Order and as set forth in the memorandum provided to bidders
19 (“Sale Procedures Memorandum”), approved by the Court pursuant to the Sale Procedures
20 Order, have been fully complied with in all material respects.

21 D. Proper, timely, adequate, and sufficient notice of the Motion to Sell, the hearing
22 on the Motion to Sell, the Sale of the 1990 Ferrari F40, VIN ZFFMN34A9L0086230 (the
23 “Asset”), and the relief granted in this Order has been provided in accordance with
24 Sections 102(1), 105(a), 361, 363 and 365 of the Bankruptcy Code, Rules 2002, 6004, 6006, and
25 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and all applicable
26 Local Bankruptcy Rules, and such notice was otherwise good and sufficient, and appropriate
27 under the particular circumstances, and no other or further notice of the Motion to Sell or the
28 entry of or relief granted in this Order is required. A reasonable opportunity to object or be

1 heard with respect to the Motion to Sell and the relief requested therein has been afforded to all
2 interested persons and entities.

3 E. Creditors, parties-in-interest and other entities have been afforded a reasonable
4 opportunity to bid for the Asset under the Bidding Procedures. The Debtor marketed the Asset
5 and conducted the sale process in compliance with the Sale Procedures Memorandum, Bidding
6 Procedures, the Sale Procedures Order of this Court, and the requirements of applicable law.

7 F. The decision to enter into the sale of the Asset reflects the exercise of the sound
8 business judgment of the Debtor.

9 G. The Debtor has full power and authority to complete the sale of the Asset and to
10 execute such other and further documents as are reasonably necessary to complete the
11 transactions contemplated thereby.

12 H. Approval at this time of the sale of the Asset and its consummation is in the best
13 interests of the Debtor, its creditors, and the bankruptcy estate.

14 I. The Debtor has demonstrated good, sufficient, and sound business purpose and
15 justification for the sale of the Asset. The Debtor has also demonstrated compelling
16 circumstances for the sale of the Asset, without the filing and confirmation of a plan of
17 reorganization or liquidation in this case.

18 J. The sale of the Asset was negotiated, proposed, and entered into by the Debtor
19 and [the Buyer] without collusion, in good faith, and from arm's-length bargaining positions.
20 Neither the Debtor nor [the Buyer] has engaged in any conduct that would cause or permit the
21 sale of the Asset to be avoided under, or that would otherwise implicate, Section 363(n) of the
22 Bankruptcy Code.

23 K. [The Buyer] is a good faith buyer within the meaning of Section 363(m) of the
24 Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. [The Buyer]
25 will be acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in
26 completing the sale of the Asset.

27 L. Among other things, pursuant to Section 363(f) of the Bankruptcy Code, this
28 Order provides for the Sale of the Asset to [the Buyer] free and clear of any and all

1 Encumbrances, with any such Encumbrances to attach to the sale proceeds to be received by the
2 Debtor with the same validity and priority as existed prior to the sale.

3 M. Debtor has good and valid title to the Asset, and the transfer of the Asset to [the
4 Buyer] will vest to [the Buyer] with good and marketable title to the Asset, free and clear of any
5 and all Encumbrances.

6 N. By order of this Court entered [date], this Court authorized the Debtor to employ
7 Icon Servicing, Inc., located at 488 E. Ocean Blvd., Unit 201, Long Beach, CA 90802, the
8 Broker (the "Broker"), to market and sell the Asset. The Debtor has good cause and should be
9 authorized to pay Broker a [*] percent (*%) commission from the proceeds of the sale of the
10 Asset in the sum of \$***,*** because the Debtor has given notice to all of its creditors of its
11 intention to pay such commissions from the proceeds of the sale and this notice was included in
12 the Notice of the Motion to Sell.

13 O. There is no legal or equitable reason to delay the sale. Cause exists to waive and
14 not apply any stay imposed by Bankruptcy Rules 6004(g) and 6006(d) or any other applicable
15 rule or law. This Order shall be effective and enforceable immediately upon entry hereof.

16 P. No secured claimant has filed an objection to the Motion to Sell.

17 Q. To the extent any of the foregoing findings of fact constitute conclusions of law,
18 they are adopted as such. To the extent any of the foregoing conclusions of law constitute
19 findings of fact, they are adopted as such.

20 Based upon the record in this case and the findings of fact and conclusions of law set
21 forth hereinabove, pursuant to Bankruptcy Rules 6004, 6006, 7052 and 9014,

22 **IT IS HEREBY ORDERED that:**

23 1. The Motion is granted. All objections to the Motion to Sell and any opposition to
24 those matters necessary for approval of the Motion to Sell, and entry of this Order, if any, that
25 have not been withdrawn, waived, or settled are hereby overruled on the merits. All persons and
26 entities given notice of the Motion to Sell that failed to timely object thereto are deemed to
27 consent to the relief sought therein.

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2. All of the terms of the Sale of the Asset to [the Buyer] are hereby approved in all respects. Transfer of the Asset by the Debtor to [the Buyer] shall be a legal, valid and effective transfer of Debtor's interests in the Asset, free and clear of any and all Encumbrances. The closing of the Sale and the other transactions contemplated thereby are hereby approved and authorized under Section 363(b) of the Bankruptcy Code.

3. Debtor is authorized to sell the 1990 Ferrari F40, VIN ZFFMN34A9L0086230 (defined hereinabove as the "Asset") to [the Buyer] for a purchase price of \$*,***,***.

4. Pursuant to Sections 363(b) and (f) of the Bankruptcy Code, the Debtor is authorized to and shall sell, and [the Buyer] shall buy, the Asset free and clear of any and all Encumbrances. Any Encumbrances that encumber or are found to encumber or purport to encumber the Asset shall be transferred to and attach to the Debtor's net proceeds of the sale of the Asset to the same extent, in the same validity, and in the same priority that they encumbered the Asset prior to the Sale. For the avoidance of doubt, the Asset shall be sold to [the Buyer] free and clear of any and all Encumbrances.

5. In the event that [the Buyer] fails to close the sale of the purchase of the Asset on or before ten (10) days after entry of this Order, then (1) [the Buyer] shall forfeit its deposit to Debtor as liquidated damages, and (2) pursuant to the Bidding Procedures approved by this Court, the following Backup Bidders are authorized to purchase the Asset in the following order at the following prices:

[Buyer] \$*,***,***

[Buyer] \$*,***,***

[Buyer] \$*,***,***

If any of the Backup Bidders fail to close the sale of the purchase of the Asset on or before ten (10) days after being selected as a Backup Bidder, then the Backup Bidder shall forfeit \$200,000 of its deposit to Debtor as liquidated damages.

6. In the absence of a stay pending appeal, if [the Buyer] and the Debtor complete the sale of the Asset at any time after entry of this Order, then, with respect to the sale, [the Buyer], as a buyer in good faith, shall be entitled to the protections of Section 363(m) of the

1 Bankruptcy Code if this Order or any authorization contained herein is reversed or modified on
2 appeal.

3 7. The Debtor is further authorized and directed to execute, acknowledge and deliver
4 such conveyances and other assurances, documents, and instruments of transfer and take such
5 other action that may be reasonably necessary or appropriate to perform the terms and provisions
6 of the sale.

7 8. Debtor is authorized to distribute the proceeds of the sale of the Asset as follows:

8 a. Payment to Ferrari Financial Services, Inc. All sums owing to Ferrari
9 Financial Services, Inc. secured by any or all of the Asset shall be paid in full at the time of the
10 sale is completed in the amount of \$*** and Ferrari Financial Services, Inc. shall deliver lien free
11 title to Buyer or the successful bidder.

12 b. Payment to Broker. Payment of *% of the purchase price of the Asset to
13 Icon Servicing, Inc.

14 c. Sales Tax. Payment of all applicable sales taxes.

15 d. Remaining Proceeds to Debtor. After deduction of the items set forth
16 above, which shall be paid at the close of sale the remainder of the proceeds of the sale will be
17 paid to Debtor; and it is

18 9. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent
19 necessary under Bankruptcy Rule 9014, Rule 54(b) of the Federal Rules of Civil Procedure,
20 made applicable by Bankruptcy Rule 7054, and any other applicable rule or law, this Order shall
21 be effective and enforceable immediately upon entry hereof. Any party objecting to this Order
22 must exercise due diligence in filing an appeal and pursuing a stay or risk its appeal being
23 foreclosed as moot in the event that [the Buyer] and the Debtor elect to close prior to this Order
24 becoming a final, non-appealable order.

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1 Good cause, valid reasons, and the record of this case amply support entry of this Order. This
2 Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). This
3 Order shall be effective, and the parties may consummate the transactions approved by this
4 Order, immediately upon entry of this Order.

5 **IT IS SO ORDERED.**

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HABERBUSH, LLP
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444 West Ocean Boulevard, Suite 1400
Long Beach, CA 90802
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E-mail: vhaberbush@lbinsolvency.com

Proposed attorneys for Debtor and Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, NORTHERN DIVISION

In re

Santa Paula Hay & Grain and Ranches,

Debtor and Debtor-in-Possession.

Case No. 9:25-bk-10314-RC

Chapter 11

ORDER GRANTING MOTION FOR ORDER (1) APPROVING SALE AND OVERBIDDING PROCEDURES IN CONNECTION WITH THE SALE OF A 1990 FERRARI F40, VIN ZFFMN34A9L0086230 (THE "ASSET"), (2) SETTING A HEARING ON THE MOTION TO SELL, (3) APPROVING THE FORM OF NOTICE TO BE PROVIDED TO CREDITORS AND PARTIES-IN-INTEREST IN CONNECTION WITH THE MOTION TO SELL; AND (4) AUTHORIZING A BUY IT NOW PRICE TO SELL THE VEHICLE WITHOUT FURTHER COURT ORDER

Hearing Date

Date: July 15, 2025

Time: 1:00 p.m.

Place: Courtroom 201

1415 State Street

Santa Barbara, CA 93101-2511

On July 15, 2025 at 1:00 p.m., the Motion for an Order (1) Approving Sale and Overbidding Procedures in Connection with the Sale of a 1990 Ferrari F40, VIN ZFFMN34A9L0086230 (the "Asset"), (2) Setting a Hearing on the Motion to Sell, (3) Approving the Form of Notice to be Provided to Creditors and Parties-in-Interest in Connection with the Motion to Sell; and (4) Authorizing a Buy it Now Price to Sell the Asset Without Further Court Order [Docket Number *] ("Motion") brought by Santa Paula Hay & Grain and Ranches, Debtor and Debtor-in-Possession in the above-captioned bankruptcy proceeding

1 (“Debtor”), was heard by the above-entitled Court. Appearances were as stated in the record. The
2 Court, having considered the Motion, the declarations in support thereof and such other matters
3 as were raised at the hearing on the Motion, with good cause appearing therefor it is hereby

4 **ORDERED** that the Motion is granted and that the sale procedures set forth in attached
5 to the Motion as Exhibit “1” are approved; and it is

6 **FURTHER ORDERED** that Debtor shall file a motion to approve the sale of the 1990
7 Ferrari F40 (the “Motion to Sell”) no later than July 22, 2025 and that a hearing on such motion
8 shall be heard on August 12, 2025 at 1:00 p.m. in Courtroom 201, 1415 State Street, Santa
9 Barbara, CA 93101-2511 and it is

10 **FURTHER ORDERED** that the form of notice of the hearing on the Motion to Sell
11 attached as Exhibit “3” to the Motion and the Notice of Sale of Estate Property, Form 6004-
12 2.NOTICE.SALE, attached as Exhibit “4” to the Motion are approved. The notice for hearing on
13 the Motion to Sell shall be served on: (1) all creditors of the bankruptcy estate; (2) all parties in
14 interest in this bankruptcy case; (3) all entities who have requested special notice in this
15 bankruptcy case; (4) all parties who have expressed interest in purchasing the Asset; and (5) any
16 other parties that Debtor believes may have an interest in purchasing the Asset. The Motion to
17 Sell shall be served on: (1) the United States Trustee; (2) all parties who have requested special
18 notice in this bankruptcy case; and (3) counsel to all secured creditors holding claim secured by
19 the 1990 Ferrari F40; and it is

20 **FURTHER ORDERED** that Debtor, through its broker, may give notice of the sale of
21 the Asset and/or advertise the sale of the Asset as Debtor’s broker deems fit and appropriate so
22 long as such notice and advertisement are consistent with the approved notices described in the
23 Motion and herein; and it is

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2 | now” price of five million dollars (\$5,000,000) subject to approval by this Court.

3 | **IT IS SO ORDERED.**

4 # # #

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
444 West Ocean Boulevard, Suite 1400, Long Beach, CA 90802

A true and correct copy of the foregoing document entitled (*specify*): **MOTION TO (1) SELL THE ESTATE'S INTERESTS IN 1990 FERRARI F40, VIN ZFFMN34A9L0086230, FREE AND CLEAR OF ALL CLAIMS, LIENS, AND INTERESTS PURSUANT TO 11 U.S.C. § 363; (2) DISTRIBUTE PROCEEDS OF THE SALE; (3) ISSUE FINDINGS OF GOOD FAITH PURSUANT TO 11 U.S.C. § 363(m); AND (4) WAIVE THE 14-DAY STAY PROVIDED BY FEDERAL RULE OF BANKRUPTCY PROCEDURE 6004(h); DECLARATION OF GUADALUPE A. GUZMAN IN SUPPORT** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **July 22, 2025**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Lane K Bogard** lbogard@lbinsolvency.com, dhaberbush@lbinsolvency.com, ahaberbush@lbinsolvency.com, abostic@lbinsolvency.com, haberbush.assistant@gmail.com, vhaberbush@lbinsolvency.com, jborin@lbinsolvency.com
- **Brian David Fittipaldi** brian.fittipaldi@usdoj.gov
- **Jessica L Giannetta** jessica@giannettaenrico.com, melanie@giannettaenrico.com
- **Karen L Grant** kgrant@silcom.com
- **David R Haberbush** dhaberbush@lbinsolvency.com, ahaberbush@lbinsolvency.com, abostic@lbinsolvency.com, vhaberbush@lbinsolvency.com, haberbush.assistant@gmail.com, jborin@lbinsolvency.com, lbogard@lbinsolvency.com
- **Vanessa M Haberbush** vhaberbush@lbinsolvency.com,

- dhaberbush@lbinsolvency.com, ahaberbush@lbinsolvency.com, abostic@lbinsolvency.com, haberbush.assistant@gmail.com, jborin@lbinsolvency.com, lbogard@lbinsolvency.com
- **Ivo Keller** ikeller@sflaw.com, calendar@sflaw.com
- **Sweeney Kelly** kelly@ksgklaw.com
- **Raffi Khatchadourian** raffi@hemar-rousso.com
- **Matthew D Pham** mpham@allenmatkins.com, mdiaz@allenmatkins.com
- **Cameron Schlagel** cschlagel@swlaw.com, dkunz@swlaw.com
- **United States Trustee (ND)** ustpreion16.nd.ecf@usdoj.gov
- **Joshua del Castillo** jdelcastillo@allenmatkins.com, pmorris@allenmatkins.com

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 22, 2025 Alexander S. Bostic
Date Printed Name


Signature