**ADDENDUM**

**TO
VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

THIS ADDENDUM (“Addendum”) is dated **[●]** between **[●]** (“Buyer”) and **[●]** (“Seller”), and is attached to, and made a part of, that certain Vacant Land Purchase Agreement and Joint Escrow Instructions of even date herewith (the “Purchase Agreement”). In the event of any conflict between the Purchase Agreement and this Addendum, the terms of this Addendum shall control.

**RECITALS:**

1. On or about February 19, 2024, Seller and various affiliates filed voluntary petitions for bankruptcy relief under Chapter 11 of the Bankruptcy Code, jointly administered under Case No. 24-50211 (the “**Bankruptcy Case**”) in the United States Bankruptcy Court for the Northern District of California, San Francisco Division (the “**Bankruptcy Court**”).
2. Seller believes a sale of the Property (defined in the Purchase Agreement) as provided therein is in the best interests of Seller and its creditors.
3. [On \_\_\_\_\_\_\_, 2024, the Bankruptcy Court entered an order, docket #\_\_\_\_\_\_\_(the “**Bid Procedures Order**”) governing the sale process for the Property (the “**Bid Procedures**”).] [Seller intends to seek entry of an order (the “**Bid Procedures Order**”) governing the sale process for the Property (the “**Bid Procedures**”).]
4. Buyer wishes to purchase the Property from Seller, and Seller is willing and prepared to sell the Property to Buyer, subject to the entry of a sale order under Sections 363 and 365 of the Bankruptcy Code, as to which, at the applicable time, no stay pursuant to Bankruptcy Rules 7062 or 8005, or any other applicable rule or statutory provision, is in effect (the “**Sale Order**”), and the terms and conditions set forth in the Purchase Agreement (and this Addendum).

NOW THEREFORE, in consideration of the foregoing recitals, subject to each and all of the following terms and conditions, and for good and valuable consideration, the receipt of which is hereby acknowledged, Seller and Buyer hereby agree to modify the Purchase Agreement as follows:

1. **Retained Litigation Claims**. Buyer acknowledges that the rights of Seller’s bankruptcy estate or any assignee or designee to bring avoidance actions pursuant to Sections 544-550 of the Bankruptcy Code or any other potential litigation claim of Seller shall not be conveyed to Buyer.

2. **Closing**. The consummation of the sale and conveyance of the Property to Buyer evidenced by the recordation of the Grant Deed (the “**Close of Escrow**” or “**Closing**”) shall occur on a date mutually agreed upon by Buyer and Seller that is on or before the date fourteen (14) days after the entry of a Sale Order by the Bankruptcy Court, but in no event later than June 30, 2024 (the “**Closing Date**”).

3. **Bankruptcy Court Filings and Approval**.

A. This Agreement is subject to approval by the Bankruptcy Court and the review and evaluation by Seller of higher or better competing bids, as set forth in other agreements in accordance with the Bid Procedures, in respect of a sale or other disposition of the Property (collectively, “**Competing Bids**”) pursuant to the Bid Procedures Order, and Seller’s obligations hereunder are contingent upon Buyer’s bid (as set forth in this Agreement) being selected as the successful bid pursuant to the Bid Procedures and the entry of the Sale Order. From the Effective Date and until the Sellers have declared a successful bid pursuant to the Bid Procedures, Seller is permitted to, and to cause its Representatives and affiliates to, initiate communication with, and solicit or encourage submission of any inquiries, proposals, or offers by, any Person (in addition to Buyer and its Affiliates and Representatives) (as such terms are defined and used in the Bankruptcy Code) and enter into agreements in connection with any transaction or series of related transactions (whether by asset sale, equity purchase, reorganization, merger, or otherwise) pursuant to which Seller agrees to a sale or sales (to one or more Persons other than Buyer) of some or all of the Property (an “**Alternative Transaction**”), which may include executing multiple purchase agreements for the Property, subject to the Bid Procedures and entry of the Sale Order. In addition, Sellers have the authority to respond to any inquiries or offers with respect to an Alternative Transaction, and to perform any and all other acts related thereto to the extent any such act is not in violation of the Bid Procedures or the Bankruptcy Code.

B. In the event that either (i) Buyer’s bid (A) is not selected as the “**Successful Bid**” or “**Back-Up Bid**” (as each term is defined in the Bid Procedures Order) or (B) is selected as a Back-Up Bid (as defined in the Bid Procedures Order) but the sale does not close with Buyer (as the Back-Up Bid), in each case pursuant to, and in accordance with the terms of the Bid Procedures Order, or (ii) the Bankruptcy Court does not issue the Sale Order authorizing the sale of the Property to Buyer, Seller may terminate this Agreement, in which event the Deposit shall be returned to Buyer subject to the Bid Procedures and the Bid Procedures Order, without liability to Seller or Buyer.

C. Subject to its obligations under the Bid Procedures Order, Sellers will use commercially reasonable efforts to obtain the entry of the Sale Order and such other relief from the Bankruptcy Court as may be necessary or appropriate in connection with this Agreement and the consummation of the transactions provided for in this Agreement on or prior to [June 19, 2024**]**. Buyer agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining the entry of the Sale Order.

D. Buyer agrees that it will use commercially reasonable efforts to promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and a finding by the Bankruptcy Court of adequate assurance of future performance by Buyer under each executory Contract to be assumed and assigned to Buyer, including providing admissible evidence to the Bankruptcy Court of same.

E. Seller shall give appropriate notice, and provide appropriate opportunity for hearing, to all persons entitled thereto, of the hearing to approve the Sale and such additional notice as ordered by the Bankruptcy Court including as required by the Bid Procedures Order.

4. **Assumption and Assignment of Contracts and Payment of Cure Costs**.

 A. Included in the Property being conveyed at Closing are all contracts and leases identified by Seller to Buyer in its disclosures to Seller that relate to the operation or management of the Land, which are separate contracts to which Seller is a party and which by their terms will continue in effect following Closing except those contracts which Buyer notifies Seller in writing prior to the expiration or removal of Buyer’s Investigation of Property contingency (specified in paragraph 3L(1) of the Purchase Agreement) that it elects not to assume (collectively, the “**Contracts**”).

B. At Closing, to the extent not previously paid, Buyer shall pay or cause to be paid (and shall reimburse or cause to be reimbursed to Sellers on an after-tax basis any amounts paid after the date hereof in respect of) any and all cash amounts that, pursuant to section 365 of the Bankruptcy Code, will be required to be paid as of the Closing Date to cure any monetary defaults on the part of Sellers under the Contracts, in each case to the extent such Contract was entered into prior to the commencement of the Bankruptcy Cases and as a prerequisite to the assumption of such Contracts under section 365 of the Bankruptcy Code.

 C. Nothing in this Purchase Agreement shall be construed as an attempt by Seller to assign any Contract to the extent that such Contract is not assignable under the Bankruptcy Code or otherwise without the consent of the other party or parties thereto, and the consent of such other party has not been given or received, as applicable. With respect to any Contract for which the consent of a party thereto to the assignment thereof shall not have been obtained at Closing and any claim, right or benefit arising thereunder or resulting therefrom, prior to the Closing Date, Seller and Buyer shall use their reasonable good faith efforts to obtain as expeditiously as possible the written consent of the other party or parties to such Contract necessary for the assignment thereof to Buyer. Sellers’ obligations under this paragraph shall terminate on the date that is ninety (90) days after the Closing Date.

5. **Sale Order**. As a condition precedent to each of (i) Seller’s obligation to sell the Property, and (ii) Buyer’s obligation to acquire the Property, (A) the Bankruptcy Court shall have entered a Sale Order authorizing the sale of the Property to Buyer, and the Sale Order shall not be subject to a stay pending appeal, and (B) Buyer’s bid shall have been selected as the Successful Bid (as defined in the Bidding Procedures Order) or Seller shall be authorized and permitted to close the transactions contemplated herein with Buyer as a Back-Up Bid pursuant to the Bidding Procedures Order. If the foregoing condition has not been satisfied on the Closing Date, this Purchase Agreement shall terminate, in which case the Escrow shall be cancelled, all funds and documents in Escrow shall be returned to the Party having deposited the same, and the Parties shall thereafter have no further rights or liabilities under this Purchase Agreement, except as specifically provided herein.

6. **Broker’s Commission**. All compensation due to Broker is subject to approval by the Bankruptcy Court of such compensation pursuant to the Bid Procedures Order.

7. **Property Being Conveyed**. In addition to the items listed in Section 9(B) of the Purchase Agreement, all of Seller’s right, title and interest in each of the following are included with the Property being sold:

a. All trees and crops growing on the Property;

 b. All Contracts; and

c. All surface water rights, groundwater rights and other water rights or water credits, relating to or used in connection with the Property.

Seller’s personal property that is not affixed to the land, including all rolling stock, equipment, quads, gators, tractors and implements, rented equipment, tools and related farm production equipment, or property belonging to third parties, is specifically excluded from the Property and shall be retained by Seller, except those items identified and agreed to by Seller and Buyer during the Due Diligence Period.

8. **Non-Refundability of Deposit**. Notwithstanding anything in the Purchase Agreement to the Contrary, including, without limitation Section 17(C)(1), Section 17(C)(2) and Section 17(C)(3), upon removal of the contingencies set forth in Paragraph 3(L) or Paragraph 8 of the Purchase Agreement (or if Buyer does not cancel or terminate the Purchase Agreement prior to the time in which any such contingency is to be satisfied and removed, Buyer and Seller agreeing that Seller shall have no obligation to deliver a Notice to Buyer to Perform and that Buyer’s failure to timely cancel or terminate the Purchase Agreement shall be deemed to be Buyer’s removal of any such contingency), the Deposit shall be deemed fully-earned by Seller and shall be non-refundable to Buyer except in the event of a Seller default.

9. **Inspection of Property**. In connection with any entry by Buyer, or its agents, employees or contractors onto the Property, Buyer shall give Seller reasonable advance notice of such entry of at least one business day and shall conduct such entry and any inspections in connection therewith (a) during normal business hours, (b) so as to minimize, to the greatest extent possible, interference with Seller’s business, (c) in compliance with all applicable laws, and (d) otherwise in a manner reasonably acceptable to Seller. Without limiting the foregoing, prior to any entry to perform any on-site testing, including any air sampling, borings, drillings or other samplings, Buyer shall give Seller written notice thereof, including the identity of the company or persons who will perform such testing and the proposed scope and methodology of the testing. Seller shall approve or disapprove, in Seller’s sole discretion, the proposed testing within three (3) business days after receipt of such notice. If Seller fails to respond within such three (3) business day period, Seller shall be deemed to have disapproved the proposed testing. If Buyer or its agents, employees or contractors take any sample from the Property in connection with any such approved testing, Buyer shall provide to Seller a portion of such sample being tested to allow Seller, if it so chooses, to perform its own testing. Buyer shall permit Seller or its representative to be present to observe any testing or other inspection or due diligence review performed on or at the Property. Upon the request of Seller, Buyer shall promptly deliver to Seller copies of any reports relating to any testing or other inspection of the Property performed by Buyer or its agents, representatives, employees, contractors or consultants. Notwithstanding anything to the contrary contained herein, Buyer shall not contact any governmental authority without first obtaining the prior written consent of Seller thereto in Seller’s sole discretion, and Seller, at Seller’s election, shall be entitled to have a representative participate in any telephone or other contact made by Buyer to a governmental authority and be present at any meeting by Buyer with a governmental authority; provided, however, the foregoing shall not prohibit Buyer from ordering various due diligence reports from third party vendors who, in the normal course of preparing such reports, will be contacting governmental authorities with respect to the Property. Buyer shall maintain, and shall assure that its contractors maintain, public liability and property damage insurance in amounts (but in no event less than Two Million Dollars ($2,000,000) with respect to any liability insurance) and in form and substance adequate to insure against all liability of Buyer and its agents, employees or contractors, arising out of any entry or inspections of the Property pursuant to the provisions hereof, and Buyer shall provide Seller with evidence of such insurance coverage prior to any entry on the Property. Buyer shall indemnify, defend and hold Seller harmless from and against any actual costs, damages, liabilities, losses, expenses, liens or claims (including court costs and reasonable attorneys’ fees and disbursements) arising out of or relating to any entry on the Property by Buyer, its agents, employees or contractors in the course of performing the inspections, tests or inquiries provided for in this Agreement, including, without limitation, any personal injury or death, release of Hazardous Materials, or any actual damage to the Property; provided that Buyer shall not be liable to Seller (a) solely as a result of the mere discovery by Buyer of a pre-existing condition on the Property to the extent the activities of Buyer, its agents, representatives, employees, contractors or consultants do not exacerbate the condition, or (b) to the extent of the gross negligence or willful misconduct of Seller. The provisions of this Section shall be in addition to any access or indemnity agreement executed by Buyer in connection with the Property; provided that in the event of any inconsistency between this Section and such other agreement, the provisions of this Section shall govern. The foregoing indemnity shall survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement.

10. **Evidence of Title**. By acceptance of the grant deed and the Closing of the purchase and sale of the Property, (i) Buyer agrees it is assuming for the benefit of Seller all of the obligations of Seller with respect to the Property from and after the Closing, and (ii) Buyer agrees that Seller shall have conclusively satisfied its obligations with respect to title to the Property. The provisions of this paragraph shall survive the Closing.

11. **Processing Agreement**. Seller and certain of its affiliates as growers are parties to a Custom Processing and Marketing Agreement (the “**Processing Agreement**”) with The Almond Company, a California corporation (“**TAC**”), which covers the sale of almonds grown on the Property for crop years 2023 through 2027. Buyer agrees to assume Seller’s obligations under the Processing Agreement applicable to the Crops on the Property and to indemnify, defend and hold harmless Seller from any and all liabilities arising thereunder from and after the Closing Date.

12. **Personal Property**. All personal property conveyed hereunder will be conveyed in its “as-is, where-is” condition without warranty of any kind, express or implied. Seller disclaims any representations or warranties with respect thereto, beyond that such personal property will be conveyed lien free.

13. **Buyer’s Acknowledgments**. As a material inducement to Seller to enter into the Purchase Agreement and to convey the Property to Buyer, Buyer hereby acknowledges and agrees that:

A. No Representations. Other than the express representations and warranties of Seller contained in the Purchase Agreement, neither Seller, nor any person or entity acting by or on behalf of Seller, nor any partner, officer, director, employee, agent, affiliate, successor or assign of Seller (collectively, the “**Seller Group**”) has made, and the Seller Group hereby disclaims, any representation, warranty, inducement, promise, agreement, assurance or statement, oral or written, of any kind to Buyer upon which Buyer is relying, or in connection with which Buyer has made or will make any decisions concerning the Property, including its use, condition, value, compliance with Governmental Regulations, existence or absence of Hazardous Materials, or the permissibility, feasibility, or convertibility of all or any portion of the Property for any particular use or purpose, including its present or future prospects for sale, lease, development, occupancy, or suitability as security for financing. As used herein, the term “**Governmental Regulations**” means any laws (including Environmental Laws), ordinances, rules, requirements, resolutions, policy statements, and regulations (including those relating to land use, subdivision, zoning, Hazardous Materials, occupational health and safety, handicapped access, water (including the Sustainable Groundwater Management Act), earthquake hazard reduction, and building and fire codes) of any governmental or quasi-governmental body or agency claiming jurisdiction over the Property. As used in the Purchase Agreement, the following definitions shall apply: “**Environmental Laws**” shall mean all federal, state and local laws, ordinances, rules, and regulations now or hereafter in force, as amended from time to time, and all federal and state court decisions, consent decrees, and orders interpreting or enforcing any of the foregoing, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., and the Clean Water Act, 33 U.S.C. § 1251, et seq. “**Hazardous Materials**” shall mean inflammable explosives, radioactive materials, asbestos, asbestos–containing materials, polychlorinated biphenyls, lead, lead-based paint, radon, mold, under and above ground tanks, hazardous materials, hazardous wastes, hazardous substances, oil or related materials, which are listed or regulated in any Environmental Laws. “**Release**” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including continuing migration, of Hazardous Materials into or through soil, surface water or groundwater. Buyer acknowledges that much of the Land has been an active working farm for many years. Buyer specifically acknowledges that various petroleum products, fuel, gasoline and chemicals, including fertilizers, herbicides, rodenticides and pesticides, customarily used in farming, some of which may, as of the date hereof, be considered to be hazardous or toxic, may have been used, stored, mixed and applied to the Land the course of the farming activities conducted thereon or on adjacent property. BUYER ACKNOWLEDGES AND AGREES THAT: (i) BUYER SHALL MAKE ITS OWN INDEPENDENT EXAMINATION AND EVALUATION OF THE PROPERTY AND SHALL NOT RELY UPON THE SELLER GROUP, ITS AGENTS OR REPRESENTATIVES, OR ANY OTHER PERSONS FOR ANY DATA WITH RESPECT TO THE PROPERTY EXCEPT AS EXPRESSLY SET FORTH IN the Purchase AGREEMENT; (ii) BUYER SHALL ACQUIRE THE PROPERTY SOLELY ON THE BASIS OF ITS OWN INVESTIGATION OF THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION SUBSURFACE CONDITIONS, IMPROVEMENTS, WATER SUPPLY, AND DEVELOPMENT POTENTIAL; AND (iii) BUYER SHALL ACQUIRE THE PROPERTY IN AN “AS IS” AND “WHERE IS” CONDITION, AND ASSUMES THE RISKS THAT ADVERSE CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATION OR MAY NOT HAVE BEEN DISCLOSED TO BUYER. THE PARTIES COMPRISING THE SELLER GROUP AND THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, OWNERS, AFFILIATES, TRUSTEES, ATTORNEYS AND AGENTS ARE TO HAVE ABSOLUTELY NO OBLIGATION OR LIABILITY TO BUYER OR ITS SUCCESSORS AND ASSIGNS RELATING IN ANY WAY TO THE PROPERTY EXCEPT AS EXPRESSLY PROVIDED IN the Purchase AGREEMENT.

B. No Implied Warranties. Excluding any representation or warranty expressly set forth in the Purchase Agreement, Seller hereby specifically disclaims: (a) all warranties implied by law arising out of or with respect to the execution of the Purchase Agreement, any aspect or element of the Property, or the performance of Seller’s obligations hereunder including all implied warranties of merchantability, habitability or fitness for a particular purpose; and (b) any warranty, guaranty, or representation, oral or written, past, present, or future, of, as to, or concerning (i) the nature and condition of the Property or other items conveyed hereunder, including the water, soil, and geology, the suitability thereof and of the Property or other items conveyed hereunder for any and all activities and uses which Buyer may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including the presence of asbestos or other Hazardous Materials) or compliance with applicable Environmental Laws; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or other items conveyed hereunder or its operation with any Governmental Regulations.

C. Information Supplied by Seller. Buyer specifically acknowledges and agrees that, except as expressly contained in the Purchase Agreement, Seller has made no representation or warranty of any nature concerning the accuracy or completeness of any documents delivered or made available for inspection by Seller to Buyer, and that Buyer has undertaken such inspections of the Property as Buyer deems necessary and appropriate and that Buyer is relying solely upon such investigations and not on any of the materials or any other information provided to Buyer by or on behalf of Seller. As to the due diligence materials supplied by Seller, Buyer specifically acknowledges that they have been prepared by third parties with whom Buyer has no privity, and Buyer acknowledges and agrees that no warranty or representation, express or implied, has been made, nor shall any be deemed to have been made, to Buyer with respect thereto, either by the Seller Group or by any third parties that prepared the same, except as expressly contained in the Purchase Agreement.

D. General Release of Claims. Except as to claims for breach or default by Seller of its obligations, representations, warranties, promises, covenants, agreements and guaranties under the Purchase Agreement, Buyer, on its own behalf, and on behalf of anyone claiming by, through, or under Buyer (collectively, the “**Releasing Parties**”), hereby waives its right to recover from and fully and irrevocably releases each of the parties comprising Seller, and their respective managers and affiliates and all of their respective trustees, partners, managers, officers, agents, representatives, employees and all of their respective successors and assigns (collectively, the “**Released Parties**”) from any and all claims that the Releasing Parties, or any of them, may now have or thereafter acquire against any of the Released Parties for any claims, costs, losses, liabilities, damages, expenses, demands, actions or causes of action arising from or in any way related to any property defects, errors, omissions or other conditions, latent or otherwise (including, without limitation, environmental contamination, risks, conditions and matters), related to or affecting the Property (or any portion thereof) and/or any Improvements located on or serving the Property (or any portion thereof). This release includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer's release to Seller. Buyer knowingly, willfully, voluntarily and specifically waives the provision of California Civil Code §1542, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY**.

In this connection and to the extent permitted by law, Buyer hereby agrees, represents, and warrants that Buyer realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, liabilities and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the indemnities, waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge, and acquit the Released Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses, liabilities and expenses which might in any way be included as a material portion of the consideration given to Seller by Buyer in exchange for Seller's performance hereunder.

|  |  |  |
| --- | --- | --- |
|  | Buyer’s Initials |  |

E. Survival. The provisions of this Section 13 of this Addendum shall survive the Closing or earlier termination of the Purchase Agreement.

14. **Additional Disclosures; Knowledge of Seller**. For purposes of the Purchase Agreement and any document delivered pursuant to the Purchase Agreement or at Closing, whenever the phrase “to Seller’s knowledge” or the “knowledge” of Seller or words of similar import are used, they shall be deemed to mean and are limited to the current actual knowledge only of Ryon Patonand at the times indicated only, and not any implied, imputed or constructive knowledge of such individual or of Seller or any of the Seller Group, and without any independent investigation or inquiry having been made or any implied duty to investigate, make any inquiries or review any materials delivered to Buyer. Furthermore, it is understood and agreed that such individual shall have no personal liability in any manner whatsoever hereunder or otherwise related to the transactions contemplated hereby.

15. **Cultural Costs**. All Cultural Costs incurred by Seller prior to the Closing Date with respect to the 2024 Crops shall be credited to Seller at Closing, and the Purchase Price shall be increased by the amount of such credit. Seller shall retain the 2023 Crops and Buyer shall be entitled to the 2024 Crops. As used in this Section, “**Cultural Costs**” shall mean the actual cultural costs incurred by Seller in preparing the 2024 Crops in accordance with the [Cultural Cost Budget] shared with Buyer in the data room that Buyer has been given access to, including, without limitation, post-harvest irrigation and cleanup costs following prior harvests.

16. **Choice of Law; Venue**. This Purchase Agreement is to be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and where state law is implicated, the laws of the State of California shall govern (without regard to conflicts of law). The Bankruptcy Court shall retain exclusive jurisdiction to enforce the provisions of this Agreement. Each of the Parties hereby accepts and consents to, generally and unconditionally, the jurisdiction of the Bankruptcy Court. Each of the Parties hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the Bankruptcy Court and hereby further irrevocably waives and agrees not to plead or claim in such court that any such action or proceeding brought in such court has been brought in an inconvenient forum. **TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAWS, SELLER AND BUYER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN THE EVENT OF ANY PROCEEDINGS.**

BUYER:

**[●]**

SELLER:

**[●]**