
SO ORDERED,



A handwritten signature in cursive script, reading "Selene D. Maddox".

Judge Selene D. Maddox

United States Bankruptcy Judge

The Order of the Court is set forth below. The case docket reflects the date entered.

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI

IN RE: EXPRESS GRAIN TERMINALS, LLC¹
Debtor

CHAPTER 11
CASE NO. 21-11832-SDM

**ORDER GRANTING MOTION TO SELL SUBSTANTIALLY ALL OF THE
ASSETS OWNED BY EXPRESS GRAIN TERMINALS, LLC, FREE AND
CLEAR OF LIENS, CLAIMS AND INTERESTS, WITH LIENS ATTACHING TO
PROCEEDS OF SALE, OUTSIDE THE ORDINARY COURSE OF BUSINESS**

THIS CAUSE having come on for hearing on February 25, 2022, at 1:30 p.m. (the “Sale Hearing”) on the *Motion to Sell Substantially All of the Assets Owned by Express Grain Terminals, LLC, Free and Clear of Liens, Claims and Interests, with Liens Attaching to Proceeds of Sale, Outside the Ordinary Course of Business* (the “Sale Motion”) [DK #2024] filed herein by Express Grain Terminals, LLC (the “Movant” or the “Debtor”), and the Joint Objection [DK #2078] filed by Farm Group, Farm Group I, Farm Group II and Farm Group III (collectively, the “Collective Farm Groups”), the Joinder [DK #2080] in the Collective Farm Groups’ Joint Objection filed by the Bank of Commerce and First South Farm Credit, ACA (collectively, the “Production Lenders”) and Production Lenders’ separate response to the proposed sale order [DK #2592], the Limited Objection [DK #2129] filed by Bank of the West (“BOW”), the Limited Objection and Reservation

¹Jointly administered with In re Express Biodiesel, LLC, Case No. 21-11834-SDM and In re Express Processing, Case No. 21-11835-SDM.

of Rights [DK #2131] filed by Guaranty Bank & Trust Company (“Guaranty Bank”), the Limited Objection and Reservation of Rights [DK #2133] filed by Gresham Petroleum (“Gresham”), the Response [DK #2141] of CompuWeigh Corporation (“CompuWeigh”), the Reservation of Rights [DK #2148] filed by Macquarie Commodities (USA) Inc. and Macquarie Bank Limited (collectively, “Macquarie”), and the Objection and Reservation of Rights [DK #2154] filed by UMB Bank, N.A., and the Court having heard arguments in support of, and in opposition to, the Sale Motion, does hereby find as follows, to-wit:

INTRODUCTION AND BACKGROUND

1. The Debtor initiated this case by the filing of a Voluntary Petition under Chapter 11 of the Bankruptcy Code on the 29th day of September, 2021. Movant is the Debtor-in-possession in this Chapter 11 case. Subsequent thereto, the Debtor has been, and is, the duly qualified, and acting debtor-in-possession in this Chapter 11 case. The Debtor is in control of its assets and is managing and operating the Debtor-in-possession’s businesses. The Court has appointed Dennis Gerrard of CR3 Partners, LLC as the Chief Restructuring Officer (the “CRO”) on a permanent basis.

2. This Court has jurisdiction of the subject matter herein and the parties hereto pursuant to 28 U.S.C. §§ 157 and 1334, 11 U.S.C. §§ 105, 363, 365, 503, 507, 1107, related statutes, related rules and various orders of reference. This is a core proceeding.

3. Notice and a hearing on the Sale Motion were adequate and appropriate under the circumstances.

4. Debtor is a large agricultural processing and marketing company headquartered in Greenwood, Mississippi. Debtor operates three facilities located in Greenwood, Minter City, and

Sidon, Mississippi, in which it manufactures, markets, and distributes a variety of products including soybean oil, high protein soybean meal, soybean hulls and pellets, and biodiesel.

5. At this point in this Chapter 11 case, the Debtor is winding down its active manufacturing operation involving the crushing of soybeans to produce soybean meal and soybean oil.

6. The Debtor filed, prosecuted and obtained approval of a Motion, Pursuant to Bankruptcy Code Sections 105(A), 363, 365, 503 and 507, Bankruptcy Rules 2002, 3007, 6004, 6006, 9007 and 9014 for Entry of (I) Order Approving Bidding Procedures and Stalking Horse in Connection with Sales of Assets of Debtor, (II) Approving Form and Manner of Notice, (III) Scheduling Auction and Sale Hearing and (IV) Granting Related Relief **[DK #1688]** (the “Bid Procedures Motion”) seeking approval of bidding procedures, scheduling an auction and sales hearings and related matters. The Court entered an Order on February 16, 2022 **[DK #2018]** approving the Debtor’s bid procedures (the “Bid Procedures Order”), a copy of which was attached to the Sale Motion as Exhibit “A” and is incorporated herein by reference. The Debtor agreed that it will not waive material non-compliance with the bid procedures. Also, secured creditors were allowed to credit bid their secured claims at the auction.

7. The Debtor is of the opinion that it is now time in this case to implement the Bid Procedures Order and, pursuant to the Motion, to sell, at auction, substantially all of the assets of the Debtor-in-possession. Debtor is not offering to sell any assets owned by its affiliates Express Biodiesel, LLC or Express Processing, LLC.

8. The Bid Procedures Order scheduled the Sale Motion for hearing on Friday, February 25, 2022, at 1:30 p.m. (Central Time), scheduled an auction of the assets of the Debtor,

and established certain deadlines for the filing of overbids, sale objections and related matters. The auction of assets was scheduled for Friday, February 25, 2022, at the United States Bankruptcy Court, Northern District of Mississippi, Cochran U.S. Bankruptcy Courthouse, 703 Highway 145 North, Aberdeen, MS 39730, at 10:00 a.m. (Central Time). Objections to the Sale Motion were due by 5:00 p.m. (Central Time), on February 24, 2022.

9. The Bid Procedures Order approved and established bid procedures, bid contents and qualifications for prospective bidders. The Bid Procedures Order describes the form of bids.

10. On February 21, 2022, Debtor and UMB Bank, N.A. filed their *Joint Motion to Supplement Order Approving Bidding Procedures and Granting Other Related Relief* [DK #2083] (the “Supplemental Motion”). The Court entered an Order [DK #2153] on February 24, 2022, approving the supplemental credit bid procedures, as revised (the “Credit Bid Procedures Order”).

11. All interested bidders who desired to extend an offer for the assets, were afforded that opportunity by submitting a Qualified Bid for the assets by the Bid Deadline of 5:00 p.m. (Central Time), February 24, 2022, established by the Bid Procedures Order and 9:00 p.m. (Central Time), February 24, 2022, for secured parties making credit bids pursuant to the Credit Bid Procedures Order.

12. On January 27, 2022, UMB Bank, N.A. filed its proofs of claim in the Debtors’ cases asserting secured status as to substantially all of the Debtors’ real and personal property. *See* Proofs of Claim Nos. 30-1 (Case No. 21-11832), 2-1 (Case No. 21-11834), and 1-1 (Case No. 21-11835).

13. Debtor received Qualified Bids from:

a. Bank of the West (“BOTW”);

- b. Frank S. Brumfield (“Mr. Brumfield”);
- c. Caterpillar Financial Services Corporation (“Cat Financial”);
- d. Farmers Grain Terminal, LLC (“Farmers Grain”);
- e. PPL Acquisition Group, LLC (“PPL”);
- f. Roebuck Landing Grain Terminal, LLC (“Roebuck”);
- g. Tackett Fish Farms (“Tackett”);
- h. The Andersons, Inc. (“The Andersons”);
- i. Thoroughbred AgriFuel Holdings, LLC (“Thoroughbred”);
- j. Tiger Capital Group, LLC and Perry Videx, LLC (collectively, “Tiger Group”); and
- k. UMB Bank, N.A.

14. As demonstrated by (i) the testimony and other evidence proffered or adduced during the Sale Hearing; and (ii) the representations of counsel made on the record during the Sale Hearing, the Debtor has conducted the sale process in compliance with the Bid Procedures Order, as supplemented by the Credit Bid Procedures Orders, a reasonable opportunity has been given to any interested party to make an offer for the assets of the Debtor, and the Sale Hearing was duly noticed.

15. The Debtor asserted that a sale of its assets as contemplated by this Motion and the Bid Procedures Order, as supplemented by the Credit Bid Procedures Order, will maximize the value of the estate. The Debtor seeks authority to sell all of the assets.

16. The Debtor asserted that in the event the Sale Motion is approved, the result will be a successful sale of substantially all of the Debtor’s fixed assets.

17. Accordingly, the Debtor now seeks authority to sell substantially all of its assets.

A form, or template, of an Asset Purchase Agreement (the “APA”) was attached to the Sale Motion as Exhibit “B” and is incorporated herein by reference.

18. On the bid deadline established for credit bids, UMB Bank, N.A. (“UMB” or “Buyer”) made an initial credit bid of \$18,000,000 for the fixed assets that constituted its collateral located in Minter City, Mississippi, Sidon, Mississippi, and Greenwood, Mississippi, as further detailed in its credit bid (the “UMB Credit Bid”).

19. The CRO, on behalf of the Debtor, conducted the auction of the sale of the assets on Friday, February 25, 2022, at 10:00 a.m., at the United States Bankruptcy Court, Northern District of Mississippi, Cochran U.S. Bankruptcy Courthouse, 703 Highway 145 North, Aberdeen, MS 39730 (the “Auction”). The CRO offered, initially, all of the Debtor’s assets for sale. The UMB Credit Bid of \$18,000,000 was announced as the bid to “open” the bidding. Other than the UMB Credit Bid, there were no other bids at that time for the assets upon which UMB held liens and security interests.

20. The CRO then offered the Debtor’s assets for sale by location - Minter City, Mississippi, Sidon, Mississippi, and Greenwood, Mississippi. The CRO received the following bids for parts of the Debtor’s assets: None were received for the Minter City property and Farmers Grain submitted a Qualified Bid of \$14,800,000 for the Sidon property. Several parties, including Tiger Group, PPL, Thoroughbred and Mr. Brumfield actively participated in the Auction and all increased the terms of their bids for the Greenwood property. Tiger Group opened the bidding on the Greenwood property with its bid of \$2,100,000 for the equipment and fixtures only. At the end of the bidding, the highest bid received for the Greenwood property was submitted by Thoroughbred for \$3,050,000.

21. After offering the Debtor's assets for sale by location, the CRO opened the floor for offers for any combination of the Debtor's properties. Mr. Brumfield submitted a Qualified Bid for the Minter City and Sidon properties but at the Auction, he increased his bid from \$6,000,000 to \$14,950,000 for those two properties. Farmers Grain countered with a \$15,000,000 bid. No other bids were received for the Minter City/Sidon combination and no other combinations were submitted by any other parties.

22. The CRO then circled back and, again, offered all of the Debtor's assets for sale. UMB increased its credit bid to \$20,000,000 which was countered by a joint bid submitted by Mr. Brumfield, offering \$16,000,000 for Sidon and Minter City, and Thoroughbred, offering \$4,000,000 for Greenwood. UMB increased its credit bid again to \$20,500,000. A joint bid was then put forward by Mr. Brumfield, offering \$16,250,000 for Sidon and Minter City, and Thoroughbred, offering \$4,250,000.

23. UMB increased the UMB Credit Bid to \$25,000,000. After UMB's last bid, Mr. Brumfield and Thoroughbred declined to bid further, whereupon the CRO and Craig M. Geno, Esq., Debtor's counsel, after consultation (as required by the Bid Procedures Order) with a number of stakeholders, concluded that the UMB Credit Bid for the assets was the highest and best bid for the assets. The assets identified in the UMB Credit Bid are referred to herein as the "Purchased Assets".

24. The Auction conducted by the Debtor and the CRO, including the methodology for determination of the highest and best offers, was conducted in a manner that was reasonably calculated to achieve the highest and best offers for the Purchased Assets. The Auction was conducted in a non-collusive, fair and good faith manner and a reasonable opportunity has been

given to any interested party to make a higher or otherwise better offer for the Purchased Assets.

25. As set forth in more detail in the Court's bench decision on February 25, 2022, the Court finds that UMB has bid, negotiated, and purchased the Purchased Assets in good faith, and it is, accordingly, a good faith purchaser as contemplated under 11 U.S.C. § 363(m). There was no collusion as to the sale of Purchased Assets of the Debtor to UMB. All parties waive any stays, if they exist, as set forth in the Bankruptcy Rules so the sale of the Purchased Assets of the Debtor may close as soon as possible, but the Closing shall occur no later than April 14, 2022. A copy of the UMB Credit Bid between the Debtor and UMB is attached, incorporated by reference and marked as **Exhibit "1"**.¹

26. The consideration provided by UMB pursuant to the UMB Credit Bid (i) is fair and reasonable, (ii) is the highest and best offer for the Purchased Assets, (iii) will provide a greater recovery to the Debtor's bankruptcy estate than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, and the laws of the State of Mississippi.

27. A prompt sale of the Purchased Assets is necessary to enable the Debtor to realize good value for its assets. The terms and conditions set forth in the Sale Motion, the UMB Credit Bid, and in the Bid Procedures Order, as supplemented by the Credit Bid Procedures Order, were fair and equitable to all interested purchasers and the Debtor, and thus reflect a transaction that has ultimately resulted in a successful sale of the Purchased Assets.

28. In accordance with Bankruptcy Rule 6004(f)(1), sales of property rights outside the ordinary course of business may be by private sale or public auction. The Debtor determined that

¹ Attached as Exhibit A to the UMB Credit Bid is UMB's Proof of Claim. Given the voluminous nature of the claim, it is not attached to this Order, but can found at Claim No. 30-1, Case No. 21-11832-SDM.

a public auction of the Purchased Assets would enable the Debtor to obtain the highest or otherwise best offer in a sale of its assets at this time and was in the best interests of the Debtor, its estate, and its creditors.

29. The Debtor established a sound business purpose for the sale of the Purchased Assets outside the ordinary course of business in order to preserve the value of the Purchased Assets for the Debtor's bankruptcy estate, and all of its creditors and parties-in-interest.

30. The sale of the Purchased Assets will be consummated only after thorough consideration of all viable alternatives and after concluding that such transactions are supported by sound business justifications. Here, the business justifications for the requested sales are self-evident. Based on available information, the Debtor asserts that the consideration to be received for the Purchased Assets under the UMB Credit Bid is fair and reasonable under the circumstances. Real estate descriptions for the Sidon, Mississippi, Greenwood, Mississippi, and Minter City, Mississippi, properties were attached to the Sale Motion as Exhibits "C", "D", and "E", respectively (and re-attached to this Order), and are incorporated herein by reference. Here, in light of the Debtor's current condition, its ceasing of manufacturing operations and lack of capital to purchase grain, no further justification is needed to approve a sale.

31. As a further assurance of value, the offer of UMB for the Purchased Assets was tested through the Auction consistent with the requirements of the Bankruptcy Code and the Bankruptcy Rules and pursuant to the Bid Procedures Order. Consequently, the fairness and reasonableness of a sale ultimately were considered in light of "market exposure" through an open and fair auction process and in light of any available alternatives.

32. The Debtor further asserts that it is appropriate to sell the Purchased Assets free

and clear of (i) any Permitted Encumbrances or (ii) any permitted Liens, with any such Liens to attach to the net cash sale proceeds of the Purchased Assets, as and to the extent applicable. Section 363(f) of the Bankruptcy Code authorizes a debtor to sell assets free and clear of liens, claims, interests, and encumbrances if:

- (1) applicable non-bankruptcy law permits sale of such property free and clear of such interests;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the value of all liens on such property;
- (4) such interest is in *bona fide* dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

33. Because section 363(f) of the Bankruptcy Code is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice to permit the sale of the Purchased Assets “free and clear” of Liens. *In re Decora Indus., Inc.*, Case No. 00-4459 JJF, 2002 WL 32332749, at *7 (D. Del. May 20, 2002).

34. One or more of the tests of section 363(f) of the Bankruptcy Code are satisfied with respect to the transfer of the Purchased Assets. In particular, the Debtor asserts that at least Section 363(f)(2) of the Bankruptcy Code is met in connection with the transactions proposed because each of the parties holding liens on the Purchase Assets have either consented, or, absent any objection to the Sale Motion, be deemed to have consented to, the Sale Motion.

35. Any holder of a lien also will be adequately protected by having its liens, if any, attach to the cash sale proceeds received by the Debtor for the sale of the Purchased Assets to Buyer, in the same order of priority, with the same validity, force, and effect that such creditor had

prior to such sale, subject to any claims and defenses that the Debtor and its estate may possess with respect thereto. Here, the UMB Credit Bid provides that Purchaser will pay to Seller in U.S. Dollars in good funds an amount equal to the sum of any liens on the Purchased Assets that are senior to the secured debt owed by Seller to Purchaser as described in UMB's Proof of Claim, real estate, transfer, or ad valorem taxes, and closing costs. Accordingly, Section 363(f) of the Bankruptcy Code authorizes the sale of the Purchased Assets free and clear of any such Liens. Any disagreement as to the cash component of the UMB Credit Bid, pursuant to the Credit Bid Procedures Order, will be determined by subsequent order of the Court; all defenses and objections thereto are reserved.

36. Buyer is not liable for any of the Debtor's liabilities as a successor or otherwise, unless Buyer has expressly assumed such liabilities. Claims against the winning bidder are directed to the proceeds of a free and clear sale of property and may not subsequently be asserted against a buyer.

37. Debtor asserts that this Chapter 11 case was filed in good faith. The sale process has also been conducted in good faith and at arm's length. The Debtor has satisfied the Court that (a) the purchaser engaged in arm's length negotiations with the Debtor and did not exert control or undue influence over the Debtor, (b) the purchaser is a completely and wholly unrelated entity to the Debtor, (c) the purchaser does not, and will not, share any common incorporators, officers, directors, or stockholders with the Debtor, and (d) the purchaser is not an insider of the Debtor.

38. The Debtor provided adequate notice and a hearing of the proposed sale to all known creditors and parties-in-interest that may have asserted Liens relating to the assets against the Debtor, including trade creditors, contract counterparties, lenders, and other parties known to

the Debtor to be asserting claims relating to the Debtor's assets.

39. Under Section 363(f) of the Bankruptcy Code, a purchaser of assets is entitled to know that the assets are not subject to latent claims that will be asserted against the purchaser after the proposed transaction is completed. Accordingly, consistent with the relevant authority, this Order approving the sale of the Purchased Assets provides that the purchaser of the assets is not liable as a successor under any theory of successor liability, for claims that encumber or relate to the assets.

40. The UMB Credit Bid between the Debtor and Buyer was negotiated at arm's length and in good faith. Thus, Buyer is entitled to the full protections of Section 363(m) of the Bankruptcy Code.

41. Neither the Debtor nor Buyer has engaged in any conduct that would cause or permit the UMB Credit Bid to be invalidated or avoided under 11 U.S.C. § 363(n).

42. Accordingly, absent a showing of fraud, collusion between a purchaser and a debtor, or an attempt by the purchaser to take grossly unfair advantage of other bidders, courts will uphold the transaction under Section 363(m) of the Bankruptcy Code. *See, e.g., In re Trans World Airlines, Inc.*, Case No. 01-0056-PJW, Civ. A. 01-226-SLR, 2002 WL 500569, *1 (D. Del. Mar. 26, 2002).

43. UMB would not have entered into the UMB Credit Bid and would not consummate the transactions contemplated thereby if either (i) the sale and the assignment of the Purchased Assets were not free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (except as otherwise provided herein or in the UMB Credit Bid), or (ii) UMB would, or in the future could, be liable for any of such liens, claims, encumbrances, and other

interests (except as otherwise provided herein or in the UMB Credit Bid).

44. The Debtor is authorized to sell the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests (except as otherwise provided herein or in the UMB Credit Bid), as one or more of the standards set forth in Bankruptcy Code § 363(f) have been satisfied with respect to each such lien, claim, encumbrance, and other interest. The transfers of the Purchased Assets to Buyer pursuant to the UMB Credit Bid will be legal, valid, and effective transfers of the Purchased Assets, and will vest Buyer with all of the Debtor's rights, title, and interest in and to the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests (except as otherwise provided herein or in the UMB Credit Bid), which have, or could have, been asserted by the Debtors, their creditors, or other holders of such liens, claims, encumbrances, and other interests.

45. Buyer is not a mere continuation of the Debtors or their estates and there is no continuity of enterprise between Buyer and the Debtors or their estates. Buyer is not holding itself out to the public as a continuation of the Debtors or their estates. Buyer is not a successor to the Debtors or their estates and the transactions contemplated by the UMB Credit Bid do not amount to consolidations, mergers or de facto mergers of Buyer and the Debtors or their estates.

46. The Debtors, in connection with offering a product or service as of the date of the commencement of the cases, did not disclose to any individual a policy prohibiting the transfer of personally identifiable information about individuals to persons that are not affiliated with the Debtors. Therefore, there is no requirement that the sale of the Purchased Assets contemplated hereunder be consistent with any privacy policy or that a consumer privacy policy ombudsman be appointed in connection with same under Bankruptcy Code § 363(b)(1).

47. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), the stay pursuant to Bankruptcy Rule 6004(h) or 6006(d) is hereby waived and this Order shall be effective and enforceable immediately upon entry. To the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that cause exists not to delay the implementation of this Order due to the time, effort, expense, and risk of delaying any closing(s) under the UMB Credit Bid. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a) upon its entry.

48. Buyer and Debtors have agreed that the following constitutes the cash portion of the UMB Credit Bid is \$605,121.46 (the “Cash Component”) detailed as follows:

- a. \$143,121.46 in real estate and ad valorem taxes;
- b. \$62,000 in closing costs;
- c. \$0.00 in senior liens; and
- d. \$400,000.00 to resolve Debtors’ surcharge rights with respect to the Purchased Assets under 11 U.S.C. § 506(c) (the “Surcharge”). By separate motion, the Debtors and UMB are seeking approval of the Surcharge and the process by other parties to challenge the same. Accordingly, the Court retains jurisdiction to determine the same.

49. All findings of fact and conclusions of law of this Court stated on the record as part of the Court’s oral ruling at the Sale Hearing are incorporated herein by reference and made a part hereof. The findings of fact set forth above and conclusions of law stated herein shall constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

It is, accordingly, ordered that:

a. The Sale Motion is granted subject to the provisions of this Order, and the UMB Credit Bid executed by the Debtor and UMB as amended and as orally modified at the Auction is hereby approved, subject to the other provisions of this Order. The UMB Credit Bid will also be modified to reflect any changes set forth in this Order.

b. The Joint Objection filed by the Collective Farm Groups and the Joinder thereto filed by the Production Lenders was resolved by the entry of an Agreed Order [DK #2152].

c. Any other objections to the Sale not resolved by other orders of the Court and that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled on the merits.

d. The Debtors and UMB have complied with the Bid Procedures Order, as supplemented by the Credit Bid Procedures Order, and Buyer is a Successful Bidder (as defined in the Bid Procedures) for the Purchased Assets on the terms and conditions set forth in the UMB Credit Bid.

Approval of the UMB Credit Bid

e. The UMB Credit Bid, all exhibits and schedules thereto, and all of the terms and conditions thereof are hereby approved; provided, however, that the UMB Proof of Claim attached as an exhibit remains subject to objection and all rights to object to the UMB Proof of Claim are hereby reserved.

f. Pursuant to 11 U.S.C. §§ 105 and 363, the Debtors are authorized and directed to consummate the sale of the Purchased Assets, pursuant to and in accordance with the terms and conditions of the UMB Credit Bid, including, without limitation, to convey to UMB, or its successor or assigns, the Purchased Assets. Pursuant to the Credit Bid Procedures Order, UMB

may assign its purchase rights to another party as long as such assignment is disclosed to the Debtors and the Court prior to closing and such assignment does not violate 11 U.S.C. § 363(n). For the avoidance of doubt, to the extent such purchase rights are assigned to an affiliated entity, it shall be presumed that such sale is not in violation of 11 U.S.C. § 363(n), but such presumption may be rebutted. If such assignment occurs, references to “Buyer” shall also mean UMB’s successor and assign.

g. The consideration to be provided by UMB for the purchase of the Purchased Assets under the UMB Credit Bid constitutes reasonably equivalent value, fair value, and fair consideration therefor under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and any other applicable state, federal or international law.

Transfer of Assets

h. The sale, and/or transfer, of property containing personally identifiable information shall be consistent with those procedures currently in place by the Debtor regarding the transfer of personally identifiable information in accordance with 11 U.S.C. § 363(b)(1)(A). Any cash proceeds from the sale of the Purchased Assets shall be placed in a segregated, United States Trustee authorized debtor-in-possession bank account, and such proceeds shall not be disbursed until further order of the Court. Any new debtor-in-possession bank account shall be subject to the United States Trustee’s Chapter 11 Operating Guidelines and Reporting Requirements (“OGRR-11”). Within seven days after the sale of the Purchased Assets closes, pursuant to Fed. R. Bankr. P. 6004(f)(1), the Debtor shall file on the Court docket a Report of Sale with a copy of the settlement statement.

i. Pursuant to Bankruptcy Code §§ 105(a), 363(b) and 363(f), the transfer of the

Purchased Assets to Buyer pursuant to the UMB Credit Bid shall (a) be valid, legal, binding, and effective transfers, (b) vest Buyer with all rights, title, and interest of the Debtors' estates in and to the Purchased Assets effective as of the time of the transfers under the UMB Credit Bid, and (c) be free and clear of liens, claims, encumbrances, and other interests in the Purchased Assets (except as provided herein or in the UMB Credit Bid) including, without limitation, mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens – including, without limitation, mechanics', materialmen's and other consensual and non-consensual liens and statutory liens – judgments, demands, encumbrances, rights of first refusal, offsets, contracts, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtors, their estates, or their predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims

otherwise arising under doctrines of successor liability, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, law, equity or otherwise, with all the same released, terminated and discharged as to the Purchased Assets; provided, however, that any Liens securing ad valorem taxes that are set forth and disclosed in the closing statements delivered by the title company that are not paid at the closing(s) shall attach to the proceeds received by the Debtors from the sale with the same extent, validity, and priority that any such lien securing unpaid ad valorem taxes previously encumbered the Purchased Assets. Without limiting the generality of the foregoing, the transfer of the Purchased Assets to Buyer pursuant to the UMB Credit Bid shall be free and clear of the liens, claims, encumbrances, and other interests in the Purchased Assets (except as otherwise provided herein or in the UMB Credit Bid).

j. Neither Buyer nor any of its affiliates, successors or assigns are successors to the Debtors or their estates by reason of any theory of law or equity and, except as otherwise set forth herein or in the UMB Credit Bid, neither Buyer nor any of its affiliates, successors or assigns shall have any liability or responsibility for any liabilities or other obligations of the Debtors arising under or related to the Purchased Assets. Without limiting the generality of the foregoing, neither Buyer nor any of its affiliates, successors or assigns shall be liable for: (i) any fixed or contingent, liquidated or unliquidated, disclosed or undisclosed liability, obligation or claim against the Debtors or their estates or any of their predecessors or affiliates, whether based upon successor or vicarious liability or otherwise, and whether any such items are known or unknown as of the applicable Closing Date (as defined in the UMB Credit Bid); (ii) any violation or alleged violation of any environmental laws; or (iii) liabilities under any pension, ERISA, tax, employment, labor, antidiscrimination laws or regulations, any products liability law, tort law, pending or threatened

litigation, security interests, warranties, interests of any kind, known or unknown, liquidated or unliquidated, whether now or existing or arising in the future, or debts of any kind or nature, all of which, if any, are retained by the Debtors and their estates, except as otherwise expressly provided in the UMB Credit Bid or this Order.

k. Except as otherwise expressly provided in the UMB Credit Bid, neither Buyer nor any of its affiliates, successor or assigns shall have any obligation to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any underfunding with respect to any and all pension plans) or any other payment with respect to employees or former employees of the Debtors or their estates. Except as otherwise expressly provided in the UMB Credit Bid, neither Buyer nor any of its affiliates, successors or assigns shall have any liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit and/or incentive plan to which the Debtors or their estates are or were a party and relating to the Purchased Assets (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and neither Buyer nor any of its affiliates, successors or assigns shall in any way be deemed a party to or assignee of any such agreement, and all parties to any such agreement are hereby enjoined from asserting against Buyer and its affiliates, successors or assigns any and all claims arising from or relating to any such agreement.

l. The recitation, in the immediately preceding paragraphs of this Order, of specific claims, agreements, plans or statutes is not intended, and shall not be construed, to limited the generality of the categories of claims, liabilities, debts, commitments or obligations referred to therein.

m. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Purchased Assets to Buyer in accordance with this Order and the terms of the UMB Credit Bid, or otherwise interfere with Buyer's title to or use and enjoyment of the Purchased Assets.

n. Any holder of a Lien also will be adequately protected by having its liens, if any, attach to the cash proceeds received by the Debtor for the sale of the Purchased Assets to UMB, in the same order of priority, with the same validity, force, and effect that such creditor has prior to such sale, subject to any claims and defenses that the Debtor and its bankruptcy estate may possess with respect thereto. Accordingly, pursuant to Section 363(f) of the Bankruptcy Code, this Order authorizes the sale of the Purchased Assets to UMB, free and clear of any such Liens.

o. To the greatest extent permitted by law, Buyer shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to the Purchased Assets, and shall have no obligations arising out of or related to the Excluded Assets, any Excluded Contract, or Excluded Liabilities or for any other liability or other obligation of the Debtor. To the greatest extent permitted by law, without limiting the generality of the foregoing, and except as otherwise specifically provided in this Order and in the UMB Credit Bid, Buyer shall not be liable for any Liens in or against the Debtor or any of its predecessors or affiliates, and Buyer shall have no successor or vicarious liabilities of any kind or character including, but not limited to, any theory of antitrust, environmental, tort, successor or transferee liability, professional malpractice liability, labor law, employment or employee benefits law, de facto merger, or substantial continuity, whether known or unknown as of the Closing, now existing or hereinafter arising, whether fixed or contingent, with respect to the Debtor or any obligations of the Debtor

arising prior to the Closing, including but not limited to, liabilities on account of any Taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the ownership, control or operation of the Purchased Assets prior to the Closing or the ownership, control or operation of the Excluded Assets, any Excluded Contract, and Excluded Liabilities prior to or after the Closing.

p. To the greatest extent permitted by law, the sale, transfer, assignment and delivery of the Purchased Assets shall not be subject to any Liens, and any such Liens of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtor. To the greatest extent permitted by law, all persons holding Liens against or in the Debtor, the Purchased Assets, the Excluded Assets or the Excluded Liabilities of any kind or nature whatsoever (including, but not limited to, the Debtor and/or its respective successors, including any trustees thereof, creditors, employees, unions, former employees and shareholders, administrative agencies, governmental units, secretaries of state, federal, state and local officials, maintaining any authority relating to any environmental, health and safety laws, and its respective successors or assigns) shall be, and hereby are, forever barred and estopped from asserting, prosecuting, or otherwise pursuing such Liens of any kind or nature whatsoever against Buyer, its property, its successors and assigns, or the Purchased Assets, as an alleged successor or otherwise, with respect to any Lien of any kind or nature whatsoever such person or entity had, has, or may have against or in the Debtor, the Debtor's bankruptcy estate, its respective officers, directors, shareholders, the Purchased Assets, the Excluded Assets, any Excluded Contract or the Excluded Liabilities. To the greatest extent permitted by law, following the Closing, no holder of a Lien in or against the Debtor shall interfere with Buyer's title to or use and enjoyment of the Purchased Assets based on or related to such

Lien, or any actions that the Debtor may take in its Chapter 11 case.

q. To the greatest extent permitted by law, nothing contained in the UMB Credit Bid or this Order (i) shall be deemed to sell, transfer, assign, or convey the Excluded Assets (as provided in the UMB Credit Bid) to Buyer and the Debtor shall retain all right, title and interest to, in and under the Excluded Assets or (ii) shall be deemed to be an assumption by Buyer of the Excluded Liabilities (as provided by the UMB Credit Bid).

r. Buyer, as the Bidder approved by the Court to purchase the Purchased Assets is entitled to the full protections of Section 363(m) of the Bankruptcy Code.

s. Without any need for any additional Court order, the Debtors, the CRO, and their agents are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement the UMB Credit Bid, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the UMB Credit Bid, and to take all further actions as may be reasonably requested by Buyer or otherwise required under the UMB Credit Bid.

t. If any person or entity that has filed financing statements, mortgages, mechanics' liens, maritime liens, lis pendens, or other documents or agreements evidencing Liens in the Purchased Assets has not delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens which the person or entity has with respect to the Purchased Assets, then (a) the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets and (b) Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order,

which shall constitute conclusive evidence of the release of all Liens in the Purchased Assets of any kind or nature whatsoever.

u. To the greatest extent permitted by law, each and every federal, state, and local governmental agency or department is hereby authorized and directed to accept any and all documents, instruments, and permits necessary and appropriate to consummate the transactions contemplated by the UMB Credit Bid.

v. The Cash Component of the UMB Credit Bid is approved. If the actual amount of Cash Component changes, then so shall the credit component of the UMB Credit Bid in a corresponding amount. At Closing (as such term is defined in the UMB Credit Bid), Buyer is directed to pay the Cash Component of the Purchase Price and any other consideration then due under the UMB Credit Bid to the Debtor. UMB was the successful purchaser via credit bid and pursuant to 11 U.S.C. § 363(k). The applicable provisions of the Credit Bid Procedures Order are hereby incorporated by reference including that the sale of the property to the credit bidders is free and clear of junior lien creditors. For the avoidance of doubt, the Purchase Price (except for the Cash Component) shall be offset against the Buyer's secured claims, with the balance of such claims continuing to be due and owing and secured by any remaining collateral subject to any applicable defense or claim. UMB, within twenty-one (21) days of the entry of this Order, shall file revised proofs of claim reflecting the credit bid. If UMB's lien is ultimately determined to (i) be invalid, in whole or in part, or (ii) does not extend to the Purchased Assets, and UMB is required to pay cash to make up the difference between its valid lien and the total amount of the credit bid, there will not be an offset of UMB's claim in the amount of any cash payment so made and UMB may amend its claim to reflect the change in the credit bid amount. Likewise, if the Surcharge is

modified, the credit portion of UMB's credit bid will be adjusted accordingly as will the amount of UMB's claims in these cases. Such claim(s) shall remain subject to all other defenses.

w. This Court retains jurisdiction to enforce and implement the terms and provisions of this Order, the UMB Credit Bid, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to Buyer, (b) compel delivery of the Purchase Price or performance of other obligations owed by or to the Debtor, (c) resolve any disputes arising under or related to the UMB Credit Bid and any and all ancillary agreements related to the UMB Credit Bid and (d) interpret, implement and enforce the provisions of this Order.

x. The Closing Date of the sale transaction contemplated by this Order is hereby extended through and including April 14, 2022.

y. The consideration to be provided by Buyer for the Purchased Assets under the UMB Credit Bid is fair and reasonable, and the sale of the Purchased Assets and the related transactions may not be avoided under Bankruptcy Code § 363(n).

z. The terms and conditions of the UMB Credit Bid and this Order shall be binding in all respects and shall inure to the benefit of the Debtors and their creditors and interest holders, successors, and assigns and Buyer, and its respective affiliates, successors, and assigns notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

aa. The UMB Credit Bid and the transactions and instruments contemplated thereby shall not be subject to rejection or avoidance by the Debtors, and their respective affiliates,

successors, and assigns, or any Chapter 7 or Chapter 11 trustee of the Debtors and their estates.

bb. The UMB Credit Bid and any related agreements, documents or other instruments may be modified, amended, supplemented, or waived by the parties hereto, with the prior written consent of the affected Lender, if any, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that such modification, amendment, supplement, or waiver shall not have a material adverse effect on the Debtors' estates.

cc. The provisions of this Order are non-severable and mutually dependent. Headings are included in this Order for ease of reference only.

dd. In the event of any inconsistency between the terms and provisions of this Order and the UMB Credit Bid, the terms and provisions of this Order shall control unless explicitly provided otherwise herein.

ee. The Scale and the Contract as defined in the response [DK 2141] of CompuWeigh Corporation to the Motion to Sell are excluded from the sale. All matters pertaining to the Scale and the Contract will be addressed by subsequent motions and orders of the Court, and the respective rights, claims and defenses of the parties in connection therewith are hereby reserved.

ff. This Order applies only to the transaction contemplated with the Buyer pursuant to the UMB Credit Bid. This Court has entered separate orders addressing other Buyers and other credit bids and APAs within the meaning of the Bid Procedures Order, as supplemented by the Credit Bid Procedures Order. Nothing in this Order, except for the amount of UMB's overall claims in the bankruptcy cases, shall have any impact or other preclusive effect on the 557 Proceedings.

gg. This Court may supplement this Order with one or more additional orders within

the scope of this Order, with or without additional notice or opportunity for a hearing to other parties depending upon the facts and circumstances as determined by the Court at the time the Court is requested to enter such separate order(s).

hh. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), there is no stay pursuant to Bankruptcy Rule 6004(h) or 6006(d) and this Order shall be effective and enforceable immediately upon entry. This is a final judgment as contemplated by the applicable Bankruptcy Rules.

END OF ORDER

SUBMITTED BY:

Law Offices of Craig M. Geno, PLLC

/s/ Craig M. Geno

Craig M. Geno (MSB #: 4793)

587 Highland Colony Parkway

Ridgeland, MS 39157

601-427-0048

Email: cmgeno@cmgenolaw.com

Attorney for Debtors

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, P.C.

/s/ R. Spencer Clift, III

R. Spencer Clift, III (MSB #100208)

E. Franklin Childress, Jr. (TN #7040) (*Admitted Pro Hac Vice*)

165 Madison Avenue, Suite 2000

Memphis, Tennessee 38103

Tel: (901) 577-2216

Fax: (901) 577-0834

Email: sclift@bakerdonelson.com

Email: fchildress@bakerdonelson.com

and

SPENCER FANE LLP

/s/ Eric L. Johnson

Eric L. Johnson (MOB # 53131)

James A. Lodoen (KS # 12931; MN # 0173605)

Peter R. Riggs (MOB # 57268)

Andrea M. Chase (MOB # 66019)

1000 Walnut St., Suite 1400

Kanas City, Missouri 64106

Tel: (816) 474-8100

Fax: (816) 474-3216

Email: ejohnson@spencerfane.com

jlodoen@spencerfane.com

priggs@spencerfane.com

achase@spencerfane.com

Attorneys for UMB Bank, N.A.

Asset Purchase Agreement

by and among

Express Grain Terminals, LLC

and

UMB Bank, N.A.

Dated as of February 24, 2022

SCHEDULES

Schedule 5.5(a)	Seller's Financial Statement
Schedule 5.10	Benefit Plans (to be supplemented)
Schedule 6.3(a)	Purchaser's Required Third-Party Consents (to be supplemented)
Schedule 6.3(b)	Purchaser's Conflicts (to be supplemented)
Schedule 8.2	Pre-Closing Transactions Outside the Ordinary Course of Business (to be supplemented)
Schedule 10.3(b)	Consents of Governmental Bodies (to be supplemented)
Schedule 12.3	Purchase Price Allocation (to be supplemented)

EXHIBITS

Exhibit A	Proof of Claim
Exhibit B	RESERVED
Exhibit C	RESERVED
Exhibit D	RESERVED

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of February 24, 2022 (including all Schedules and Exhibits hereto, this “Agreement”), by and among Express Grain Terminals, LLC, a Mississippi corporation (the “Seller”), and UMB Bank, N. A., a national banking association, or its assignee (“Purchaser”). Seller and Purchaser may be referred to herein as a “Party” and collectively, as the “Parties.”

WHEREAS, the Seller is a debtor in the Bankruptcy Case (defined below); and

WHEREAS, the Seller for purposes of this Agreement is a debtor-in-possession under Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”), and filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on September 29, 2021 (the “Petition Date”), in the United States Bankruptcy Court for the Northern District of Mississippi (the “Bankruptcy Court”), thereby commencing Case No. 21-11832-SDM, which is being jointly administered with In re Express Biodiesel, LLC, Case No. 21-11834-SDM, and In re Express Processing, LLC, Case No. 21-11835-SDM (the “Bankruptcy Case”); and

WHEREAS, Seller is in the business of providing grain storage, grain warehousing, grain merchandising and the manufacturing of grain into finished product, among other business functions (collectively, the “Business”);

WHEREAS, Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to purchase, acquire and assume from Seller, pursuant to Sections 363 and 365 of the Bankruptcy Code, all of the Purchased Assets and Assumed Liabilities, all as more specifically provided herein;

WHEREAS, Seller and Purchaser desire to enter into this Asset Purchase Agreement dated as of February 24, 2022.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

“Accounts Receivable” means all accounts and notes receivable, pledges and grants receivable, unbilled invoices, rights to settlement, rights to payment, if any, other rights to receive payments for goods and services provided prior to Closing by Seller in connection with the Business, whether recorded or unrecorded, including any amounts due from customers, or any other source.

“Asset Purchase Documents” means any Document executed in connection with this Agreement.

“Bankruptcy Code” means 11 U.S.C. Sections 101, et seq. as in effect at the time of Closing.

“Bidding Procedures Order” means the Order of the Bankruptcy Court, entered in the bankruptcy case at Docket Number 2018.

“Business Day” means any day of the year on which national banking institutions in Mississippi are open to the public for conducting business and are not required or authorized to close.

“Copyrights” means all copyrights and registrations and applications therefor that are used by Seller in connection with the Business as of the date hereof.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials related exclusively to the Business and the Purchased Assets in each case whether or not in electronic form.

“Employees” means all individuals, as of the date hereof, whether or not actively at work as of the date hereof, who (i) are employed by Seller in the conduct of the Business and (ii) are hired by Seller in respect of the conduct of the Business after the date hereof and prior to the Closing, except that “Employees” shall not include the Chief Restructuring Officer (“CRO”), or his staff, or any officer of Seller.

“Encumbrance” means any claim, charge, easement, encumbrance, liability, encroachment, security interest, mortgage, Lien, pledge or restriction, whether imposed by contract, Law, equity or otherwise.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Final Order” means, and an order shall become a Final Order, when the time to file an appeal or a further appeal, any motion for rehearing or reconsideration, or a petition for writ of certiorari has expired and no such appeal, motion, or petition is pending, and no order or judgment has been entered reversing, vacating, annulling, or modifying the order in question or, at Purchaser’s option when the provisions § 363(m) of the Bankruptcy Code and Rule 6004 are satisfied.

“Furniture and Equipment” means all furniture, fixtures, furnishings, machinery, appliances and other equipment and leasehold improvements owned by Seller, used by Seller in the conduct of the Business and located in the Ordinary Course of Business at the real property owned by Seller for the operation of the Business.

“GAAP” means generally accepted accounting principles in the United States as of the date hereof as adopted by the Seller.

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

“Law” means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body.

“Liability” means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto.

“Lien” means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement and transfer restriction under any agreement.

“Material Adverse Effect” means any event, circumstance, change or effect that, individually or in the aggregate is (i) materially adverse to the assets, properties, operations or financial condition of the Business (taken as a whole), or (ii) a material adverse effect on the ability of Seller to consummate the Contemplated Transactions or to perform its obligations under this Agreement.

“Order” means any order, injunction, judgment, decree, ruling, consent, approval, writ, assessment or arbitration award of the Bankruptcy Court or other Governmental Body.

“Ordinary Course of Business” means the ordinary and usual course of normal day-to-day operations of the Business through the date hereof consistent with past practice, subject, however, in respect of the period after the Petition Date, to those actions necessary and incident to the Bankruptcy Case and to comply with the Bankruptcy Code.

“Permitted Exceptions” means (i) all defects, exceptions, restrictions, easements, encroachments, covenants, reservations, declarations, state of facts depicted in surveys, rights of way disclosed in policies of title insurance, surveys and other related documentation that have been made available to Purchaser or that are otherwise reflected in any of the foregoing received by Purchaser in connection with the Closing; (ii) statutory liens for current Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings provided an appropriate reserve is established therefor; (iii) zoning, entitlement and other land use and environmental regulations or designations by any Governmental Body provided that such regulations or designations have not been violated; and (iv) such other imperfections in title, charges, easements, restrictions, encroachments, covenants, reservations, declarations, state of facts or physical condition which a current accurate survey or physical inspection would disclose.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“Purchased Assets” shall have the meaning set forth in Section 2.1.

“Purchaser’s Collateral” means the real and personal property identified in the Purchaser’s loan and security documents included in Purchaser’s Proof of Claim attached hereto as Exhibit A.

“Sale Motion” means the motion or motions of Seller, in form and substance reasonably acceptable to Purchaser and Seller, seeking approval and entry of the Sale Order.

“Sale Order” means an order or orders of the Bankruptcy Court in form and substance reasonably acceptable to Purchaser and Seller approving this Agreement and all of the terms and conditions hereof, and approving and authorizing Seller to consummate the Contemplated Transactions. Without limiting the generality of the foregoing, such order shall find and provide, among other things, that (i) the Purchased Assets sold by Seller to Purchaser pursuant to this Agreement shall be transferred to Purchaser free and clear of all Liens (other than Liens created by Purchaser and Permitted Exceptions), Encumbrances,

and claims and that such Liens, Encumbrances and claims shall attach to the Purchase Price; (ii) Purchaser has acted in “good faith” within the meaning of Section 363(m) of the Bankruptcy Code; (iii) this Agreement was negotiated, proposed and entered into by the Parties without collusion, in good faith and from arm’s length bargaining positions; (iv) the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach hereof as provided in Section 13.3 hereof; and (v) this Agreement and the Contemplated Transactions may be specifically enforced against and binding upon, and not subject to rejection or avoidance by, Seller or any Chapter 7 or Chapter 11 trustee of Seller.

“Software” means, except to the extent generally available for purchase from a third Person, any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (iv) all documentation including user manuals and other training documentation related to any of the foregoing.

“Taxes” means (i) all federal, state, local or foreign taxes, charges or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, and (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with any item described in clause (i).

“Tax Return” means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect of any Taxes.

“Technology” means, collectively, all designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used or useful in the Business, other than any in the form of Software.

“Title Company” means such title company as mutually agreed to in writing by the Seller and Purchaser.

1.2 Terms Defined Elsewhere in this Agreement. Other terms used in this Agreement have meanings set forth in the sections where such terms are defined.

1.3 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Periods. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the

last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to \$ shall mean U.S. dollars.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any matter or item disclosed on one Schedule shall be deemed to have been disclosed on each other Schedule to the extent it relates to the subject matter of such other Schedule. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) The Parties hereto have been advised by counsel, and have participated jointly, in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted in its entirety by the Parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, Purchaser shall purchase, acquire, and accept from Seller, and Seller shall sell, transfer, assign, convey, and deliver to Purchaser (the "Contemplated Transactions"), all of Seller's respective right, title, and interest in, to, and under all of the following assets (other than the Excluded Assets), owned, leased, or licensed by Seller on the Closing Date, free and clear of any and all Encumbrances or adverse claims other than Permitted Exceptions (collectively, "Purchased Assets"):

(a) that certain real property that constitutes Purchaser's Collateral, together with any and all improvements, buildings, structures and fixtures located thereon, Seller's rights under any and all covenants, conditions, restrictions and easements appertaining to or benefiting such real property, rights allocated to the owner of such real property for water, sewer or septic, gas, electrical or other utility service,

rights, privileges, easements, entitlements and appurtenances belonging or appertaining to such real property, and all right, title and interest of Seller in and to any and all roads, streets, alleys or public and private rights of way abutting said real property (the “Land and Improvements”);

- (b) Furniture and Equipment that constitute Purchaser’s Collateral;
 - (c) Software/technology/intellectual property that constitute Purchaser’s Collateral;
 - (d) all insurance policies or rights to proceeds thereof relating to the Purchased Assets;
- and

(e) all rights of Seller, to the extent transferable, under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to services provided to Seller after the Closing in connection with the Business or to the extent affecting any Purchased Assets, other than any warranties, representations and guarantees pertaining to any Excluded Assets.

2.2 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Seller shall retain all of its right, title and interest to, in and under the Excluded Assets. “Excluded Assets” shall mean all of the assets of the Seller that are not Purchased Assets, including without limitation the following assets, properties, interests and rights:

- (a) any documents relating to proposals to acquire the Business by Persons other than Purchaser;
- (b) any claim, right or interest of Seller in or to any refund, rebate, abatement or other recovery for Taxes, together with any interest due thereon or penalty rebate arising therefrom, for any Tax period (or portion thereof);
- (c) all insurance policies or rights to proceeds thereof relating to the Business other than with respect to the Purchased Assets;
- (d) Accounts Receivable;
- (e) any rights, claims, counterclaims, demands or causes of action of Seller against third parties relating to assets, properties, Business or operations of Seller, including any actions under Chapter 5 of the Bankruptcy Code or applicable state law, arising out of events occurring prior to the Closing Date or arising out of the Closing, other than any arising under or pursuant to any warranties, representations and guarantees referred to in Section 2.1(i);
- (f) all rights of Seller under this Agreement, the Seller Documents and the Contemplated Transactions;
- (g) inventory of corn, soybeans, soybean oil, soybean meal, soybean pellats, and soybean hulls;
- (h) all titled personal property in which Purchaser is not noted on the title;
- (i) any books and records that Seller is required by Law to retain or that Seller determines are necessary or advisable to retain including, without limitation, Tax Returns, financial statements, and corporate or other entity filings; provided, however, that, Purchaser shall have the right to

make copies of any portions of such retained books and records that relate to the Business as conducted before the Closing (except as prohibited by Law) or that relate to any of the Purchased Assets;

- (j) cash, cash equivalents, bank accounts and commodity accounts;
- (k) any other assets that are used in connection with the Business that are not Purchased Assets; and
- (l) the following equipment: Articulated Boom Lift w/ attachments, accessories, etc., 2019 Dodge Ram 3012, CAT Telehandler TL 1055, CAT 926 Wheel Loader, 2019 Chevrolet 5644, and 2015 Tadano Crane.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, as of the Effective Time and in accordance with Sections 363 and 365 of the Bankruptcy Code, in addition to the Purchase Price and as additional consideration for the Purchased Assets, Purchaser shall assume, effective as of the Effective Time, and shall timely pay, perform, and/or discharge in accordance with their respective terms only the following Liabilities of Seller (collectively, the “Assumed Liabilities”):

- (a) None.

2.4 Excluded Liabilities. Except for the Assumed Liabilities, Purchaser will not assume or be liable for and under no circumstances shall Purchaser be obligated to pay or assume and none of the Purchased Assets shall become subject to any other Liability of Seller, including the following Liabilities of Seller (collectively, the “Excluded Liabilities”):

- (a) all Liabilities, including accounts payable of any nature, arising out of Excluded Assets;
- (b) the obligations of Seller concerning salary, wages, and other compensation, earned in the Ordinary Course of Business, and any other benefits or deductions with respect thereto arising out of, relating to, or with respect to payroll obligations or the employment by, or performance of services either before or arising after the Petition Date (“Pre- and Post-Petition Periods”) by Seller of any Transferred Employee on or before the Closing Date and not paid by Seller in the Ordinary Course of Business by the Closing Date;
- (c) accounts payable incurred in the Ordinary Course of Business during the Pre- and Post-Petition Periods existing on the Closing Date and not paid by Seller in the Ordinary Course of Business by the Closing Date (including, for the avoidance of doubt, (i) invoiced accounts payable and (ii) accrued but uninvoiced accounts payable);
- (d) Encumbrances and Liens, other than Permitted Exceptions;
- (e) RESERVED;
- (f) except as otherwise provided in Section 5.6, all Liabilities for Taxes of Seller relating to the Purchased Assets for any Tax periods (or portions thereof) ending on or before the Closing Date;
- (g) any debt of or claim against Seller, or any obligation of Seller, to repay borrowed money;

- (h) RESERVED; and
- (i) all Liabilities relating to amounts required to be paid by Seller hereunder.

2.5 Title Matters.

(a) Title Insurance. Seller shall, within fourteen (14) Business Days after the date of this Agreement, request the Title Company to furnish to Purchaser and Seller a preliminary title insurance commitment (the "Title Commitment"), acceptable to Purchaser, issued by the Title Company pursuant to which the Title Company agrees to issue to Purchaser an ALTA owner's policy of standard title insurance (collectively, the "Title Policy"), in the amount of the Purchase Price, insuring fee simple title to the Land and Improvements in Purchaser, subject only to Permitted Exceptions. Any endorsements to the Title Policy requested by Purchaser, as well as any lender's policy of title insurance, shall be at the sole cost of Purchaser.

(b) Seller's Title Documents. Seller agrees to execute, acknowledge and deliver to the Title Company, on or before the Closing Date, such documents, instruments and other information as the Title Company shall reasonably require as a condition to issuance of the Title Policy to the extent it is in the Seller's power to deliver such documents.

2.6 Further Conveyances and Assumptions.

(a) From time to time following the Closing, Seller and Purchaser shall execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers, and privileges intended to be conveyed to Purchaser under this Agreement and the Seller Documents and to assure fully to Seller and its successors and assigns, the assumption of the Assumed Liabilities, and to otherwise make effective the Contemplated Transactions; provided, however, that nothing set forth in this Section 2.6(a) shall prevent or prohibit Seller from ceasing operations or winding up its affairs after the Closing.

(b) In the event that Purchaser receives any Excluded Assets (or any payments or proceeds related thereto) following the Closing, Purchaser shall promptly deliver such Excluded Assets (or any payments or proceeds related thereto) to Seller.

(c) In the event that Seller receives any Purchased Assets (or any payments or proceeds related thereto, other than the Purchase Price) following the Closing, Seller shall promptly deliver such Purchased Assets (or any payments or proceeds related thereto) to Purchaser.

(d) Without limiting the foregoing, the Parties agree and acknowledge that, unless the Purchaser has agreed to purchase the Accounts Receivable, then Seller shall be entitled to receive the proceeds from Accounts Receivable or other right to receive payment for goods and services rendered by Seller prior to the Closing and that Purchaser shall be entitled to receive payment for goods and services rendered by Purchaser following the Closing. In the event any such payment relates to both pre-Closing and post-Closing periods, such amount shall be pro-rated based on the number of days pre-Closing or post-Closing to which such payment relates.

2.7 Bulk Sales Laws. Purchaser hereby waives compliance by Seller with the requirements and provisions of any "bulk-transfer" Laws of any jurisdiction, if any, that may otherwise be applicable with respect to the sale and transfer of any or all of the Purchased Assets to Purchaser.

ARTICLE III

CONSIDERATION

3.1 Consideration. The aggregate purchase price (collectively, the “Purchase Price”) for the Purchased Assets shall be: Eighteen Million Dollars (\$18,000,000.00). The Purchase Price will be paid at Closing as follows: (a) Purchaser will pay to Seller in U.S. Dollars in good funds an amount equal to the sum of any liens on the Purchased Assets that are senior to the secured debt owed by Seller to Purchaser as described in the Proof of Claim (the “Purchaser Secured Debt”), real estate, transfer, or ad valorem taxes, and closing costs (collectively, the “Cash Payment”); and (b) Purchaser will pay the balance of the Purchase Price via credit bid pursuant to Section 363(k) of the Bankruptcy Code of a portion of the Purchaser Secured Debt (the “Credit Bid Amount”), with the balance of the Purchaser Secured Debt continuing to be due and owing to Purchaser.

3.2 RESERVED.

ARTICLE IV

CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 10.1, 10.2 and 10.3 (or the waiver thereof by the Party entitled to waive that condition), the closing of the Contemplated Transactions (the “Closing”) shall take place in accordance with the Sale Order (the “Closing Date”), as soon as possible following the date hereof. Unless otherwise agreed by the Parties in writing, regardless of the time at which the Closing is completed, the Closing shall be deemed effective and all right, title and interest of Seller in the Purchased Assets to be acquired by Purchaser hereunder, and all risk of loss with respect to the Business, shall be considered to have passed to Purchaser as of 12:00:01 a.m. central time on the Closing Date (the “Effective Time”).

4.2 Deliveries by Seller. At the Closing, Seller shall deliver to the Title Company or Purchaser the following documents, duly executed by Seller and, where applicable, acknowledged by notary:

- (a) Deeds and other instruments of transfer of title to the Land and Improvements;
- (b) one or more duly executed bills of sale (the “Bill of Sale”);
- (c) RESERVED;
- (d) RESERVED;
- (e) the officer’s certificate required to be delivered pursuant to Sections 10.1(a) and 10.1(b) hereof;
- (f) all other instruments and documents, in form and substance reasonably acceptable to Purchaser, as may be necessary to effect the Contemplated Transactions.

4.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller the following documents, duly executed by Purchaser and, where applicable, acknowledged by notary:

- (a) the Purchase Price in the manner described in Section 3.1;

(b) the officer's certificate required to be delivered pursuant to Sections 10.2(a) and 10.2(b);

(c) good standing certificate of Purchaser issued by the Secretary of State of its state of organization, together with evidence of Purchaser's qualification to do business;

(d) officer's certificate certifying the incumbency and signature of the authorized individuals executing the Asset Purchase Documents on behalf of Purchaser;

(e) all other instruments and documents, in form and substance reasonably acceptable to Seller, as may be necessary to effect the Contemplated Transactions.

4.4 Termination of Agreement. In respect of the Contemplated Transactions, this Agreement may be terminated prior to the Closing as set forth in this Section 4.4.

(a) Termination by Purchaser or Seller. Either Purchaser or Seller may terminate this Agreement upon the occurrence of any of the following:

(i) if the Closing shall not have occurred by the close of business on a date mutually agreed to by the Parties (the "Termination Date"); provided, however, that, if the Closing shall not have occurred due to the Sale Order not being a Final Order, and if all other conditions to the respective obligations of the Parties to close hereunder that are capable of being fulfilled by the Termination Date shall have been so fulfilled or waived, then no Party may terminate this Agreement prior to a date to be mutually agreed to by the Parties; provided, further, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or Seller, then the breaching Party may not terminate this Agreement pursuant to this Section 4.4(a)(i);

(ii) if, after being entered by the Bankruptcy Court, the Sale Order has been reversed, revoked, voided or materially modified or stayed by an order of a court of competent jurisdiction;

(iii) if the Bankruptcy Court shall enter an order approving a Competing Bid, subject to the limitations set forth in the Bidding Procedures Order.

(b) Termination by Mutual Written Consent. This Agreement may be terminated by mutual written consent of Seller and Purchaser.

(c) Termination by Purchaser. Purchaser may terminate this Agreement upon the occurrence of any of the following:

(i) if any of the conditions to the obligations of Seller set forth in Sections 10.1 or 10.3 shall have become incapable of fulfillment other than as a result of a breach by Purchaser of any covenant or agreement contained in this Agreement, and such condition is not waived by Purchaser;

(ii) if there shall be a breach by Seller of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.1 or 10.3 and which breach cannot be cured or has not been cured by the earlier of (x) ten (10) Business Days after the giving of written notice by Purchaser to Seller of such breach and (y) the Termination Date.

(d) Termination by Seller. Seller may terminate this Agreement upon the occurrence of any of the following:

(i) if any condition to the obligations of Purchaser set forth in Sections 10.1 or 10.3 shall have become incapable of fulfillment other than as a result of a breach by Seller of any covenant or agreement contained in this Agreement, and such condition is not waived by Seller; or

(ii) if there shall be a breach by Purchaser of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.1 or 10.3 and which breach cannot be cured or has not been cured by the earlier of (x) ten (10) Business Days after the giving of written notice by Seller to Purchaser of such breach and (y) the Termination Date.

4.5 Procedure For Termination. In the event of termination of this Agreement by Purchaser or Seller, or both, pursuant to Section 4.4, written notice thereof shall forthwith be given to the other Party or Parties, and upon the delivery of such notice (or at such time as specified in the particular termination right set forth in Section 4.4), the Contemplated Transactions shall be abandoned and this Agreement shall terminate to the extent and with the effect provided by Section 4.6, without further action by Purchaser or Seller.

4.6 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the Parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Purchaser or Seller; provided, however, that the obligations of the Parties set forth in any Confidentiality Agreement, and Sections 4.6(b) and 4.6(c) and, to the extent necessary to effectuate the foregoing enumerated provisions, ARTICLE I and ARTICLE XIII of this Agreement, shall survive any such termination and shall be enforceable in accordance with their terms. In addition, if this Agreement is terminated as provided herein, each Party shall upon request redeliver as soon as practicable any or all documents, work papers and other material of any other Party relating to its business or affairs or the Contemplated Transactions, whether obtained before or after the execution hereof, to the Party furnishing the same, other than any material which is of public record.

(b) Nothing in this Section 4.6 shall relieve Purchaser or Seller of any liability for a breach of this Agreement prior to the date of termination. The damages recoverable by the non-breaching Party shall include all attorneys' fees reasonably incurred by such Party in connection with the Contemplated Transactions.

(c) Any Confidentiality Agreement shall survive any termination of this Agreement and nothing in this Section 4.6 shall relieve Purchaser or Seller of its obligations pursuant to the Confidentiality Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER

As a material inducement to Purchaser to enter into this Agreement, as of the date hereof and (except in cases where the representation speaks as of another date, such as the date hereof, in which case as of such date) as of the Closing Date, Seller, represents and warrants to Purchaser that:

5.1 Organization and Good Standing. Seller is a limited liability company duly organized, validly existing and in good standing with the Secretary of State of Mississippi and has all requisite power and authority to own and sell its properties.

5.2 Authorization of Agreement. Except for such authorization as is required by the Bankruptcy Court pursuant to the Sale Order, the Bidding Procedures Order or otherwise, Seller has all requisite power, authority and legal capacity to execute and deliver, and has taken all corporate action necessary for it to validly execute and deliver, each agreement, document, or instrument or certificate contemplated by this Agreement to be executed by Seller in connection with the consummation of the Contemplated Transactions (the "Seller Documents") and to perform its obligations hereunder and thereunder and to consummate the Contemplated Transactions. This Agreement and each of the Seller Documents contemplated to be executed and delivered in connection with Seller entering into this Agreement has been, and will be at or prior to the Closing, duly and validly executed and delivered by Seller and (assuming the due authorization, execution and delivery by the other Parties hereto and thereto, and the entry of the Sale Order and the entry of the Bidding Procedures Order) this Agreement constitutes, and each of the Seller Documents when so executed and delivered will constitute, legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms and the terms of the Sale Order and Bid Procedures Order.

5.3 Consents of Third Parties; Contractual Consents. Seller is not required to obtain any consent, waiver, approval, Order, Permit or authorization of, or to make any declaration or filing with, or to give any notification to, any Person ("Approvals and Permits") in connection with the execution and delivery of this Agreement or the Seller Documents by Seller, the compliance by Seller with any of the provisions hereof or thereof, the consummation of the Contemplated Transactions or the taking by Seller of any other action contemplated hereby or thereby, except for (i) the entry of the Sale Order, (ii) the entry of the Bidding Procedures Order, and (iii) such other consents, waivers, approvals, Orders, authorizations, declarations, filings and notifications of which the failure to have obtained or made same would not have a Material Adverse Effect.

5.4 Title; Purchased Assets.

(a) Except as set forth herein, Seller owns each of the Purchased Assets, and Purchaser will be vested with good and marketable title to such Purchased Assets, free and clear of all Encumbrances and Liens, other than Permitted Exceptions, to the extent permissible under Section 363(f) of the Bankruptcy Code.

(b) The Purchased Assets and the Excluded Assets (but only to the extent the Excluded Assets are specifically identified in this Agreement or the schedules hereto) constitute all assets that are held or used by Seller or otherwise necessary for the conduct of the Business substantially in the manner conducted as of the date of this Agreement and consistent with past practice.

(c) Seller now has in full force and effect the insurance coverage relating to the Purchased Assets. Seller has delivered to Purchaser evidence of said insurance policies.

5.5 Financial Information.

(a) Attached hereto as Schedule 5.5(a) is a true and correct copy of: the Seller's monthly operating report as of December 31, 2021. The foregoing monthly operating report (including the attachments and notes thereto, if any) is hereinafter referred to as the "Financial Statement."

(b) Subject to the stated disclaimer, the Financial Statement presents fairly, in all material respects, the financial position and results of operations of Seller as of the date and for the periods indicated, with the exception of the disclaimer; provided, that the Financial Statement does not present the financial position or results of operations of the Business or Purchased Assets on a standalone basis.

5.6 Taxes. The Seller has timely (taking into account extensions of time to file) paid and filed all Tax Returns required to be filed by such Seller through the date of this Agreement and will pay and file all Tax Returns required to be filed by it prior to the Closing Date. There is no audit, examination, investigation, appeal, litigation or other proceeding currently pending with respect to Taxes relating to the Purchased Assets.

5.7 RESERVED.

5.8 RESERVED.

5.9 Employees. Except as described herein, in connection with Seller's operation of the Business, (i) Seller is not a party to any labor, collective bargaining, employee association or other agreement which contains provisions governing the terms and conditions of employment of any Employee, and (ii) no labor union or employee association has been certified as exclusive bargaining agent for any group of Employees. Prior to the date hereof, Seller has delivered to Purchaser a list of all of its Employees as of a recent date indicating their position, current annual rate of compensation, or current hourly wage rate or other basis of compensation and date of hire by Seller.

5.10 Employee Benefits. Schedule 5.10 lists: (i) all material "employee benefit plans", as defined in Section 3(3) of ERISA, and all other material employee benefit arrangements or payroll practices, including, without limitation, bonus plans, consulting or other compensation agreements, incentive, or deferred compensation arrangements, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical insurance, life insurance, scholarship programs maintained by Seller or to which Seller contributed or is obligated to contribute thereunder for current or former Employees (the "Employee Benefit Plans"); and (ii) all "employee pension plans", as defined in Section 3(2) of ERISA, subject to Title IV of ERISA or Section 412 of the Internal Revenue Code of 1986, as amended, maintained by Seller in which any current or former Employees participated. Schedule 5.10 separately sets forth each such employee pension plan which is a multiemployer plan as defined in Section 3(37) of ERISA ("Multiemployer Plans"), or has been subject to Sections 4063 or 4064 of ERISA ("Multiple Employer Plans").

5.11 Labor. Seller is in compliance in all material respects with all Laws respecting employment and employment practices, terms and condition of employment, and wages and hours, labor relations, safety and health.

5.12 RESERVED.

5.13 Financial Advisors. Except for CR3 Partners, LLC, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Seller in connection with the Contemplated Transactions and no Person is entitled to any fee or commission or like payment from Purchaser in respect thereof.

5.14 Litigation. Except as listed on the Financial Statement, and on the docket in *In re Express Grain Terminals, LLC*, Case No. 21-11832-SDM, there are no Legal Proceedings pending or threatened against the Seller, or to which the Seller is otherwise a party before any Governmental Body, which, if

adversely determined, would likely result in a Material Adverse Effect or would be reasonably likely to adversely and materially affect the Purchased Assets.

5.15 FIRPTA. Seller is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

5.16 Seller Duty to Disclose. From date hereof until the date of Closing, promptly upon discovery thereof by Seller, Seller shall disclose to Purchaser, in writing, any material inaccuracies or variances with respect to its representations and warranties contained in this Agreement.

5.17 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this ARTICLE V (as modified by the Schedules hereto), no Seller nor any other Person makes any other express or implied representation or warranty with respect to Seller, the Business, the Purchased Assets, the Assumed Liabilities or the Contemplated Transactions, and Seller disclaims any other representations or warranties, whether made by Seller, or any of their respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in ARTICLE V hereof (as modified by the Schedules hereto), Seller (i) expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Purchaser or representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser by any director, officer, employee, agent, consultant, or representative of Seller). Seller makes no representations or warranties to Purchaser regarding the probable success or profitability of the Business. The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

As of the date hereof and (except in cases where the representation speaks as of another date, such as the date hereof, in which case as of such date) as of the Closing Date, Purchaser hereby represents and warrants to Seller that:

6.1 Organization and Good Standing. Purchaser is a national banking association and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

6.2 Authorization of Agreement. Purchaser has full corporate power, legal capacity and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Purchaser in connection with the consummation of the Contemplated Transactions (the “Purchaser Documents”), and to consummate the Contemplated Transactions. The execution, delivery and performance by Purchaser of this Agreement and each Purchaser Document have been duly authorized by all necessary action on behalf of Purchaser. This Agreement has been, and each Purchaser Document will be at or prior to the Closing, duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other Parties hereto and thereto) this Agreement constitutes, and each Purchaser Document when so executed and

delivered will constitute, the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

6.3 Conflicts; Consents of Third Parties.

(a) Except as described on Schedule 6.3(a), Purchaser is not required to obtain any consent, approval, authorization, waiver, Order, license or Permit of or from, or to make any declaration or filing with, or to give any notification to, any Person (including any Governmental Body) in connection with the execution and delivery of this Agreement or the Purchaser Documents by Purchaser, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the Contemplated Transactions or the taking by Purchaser of any other action contemplated hereby or thereby.

(b) Except as set forth on Schedule 6.3(b), to Purchaser's knowledge, none of the execution and delivery by Purchaser of this Agreement or any of the Purchaser Documents, the consummation of the Contemplated Transactions by Purchaser, or compliance by Purchaser with any of the provisions hereof or thereof will conflict with, or result in any violation of or a default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of, any material contract or permit to which Purchaser is a party or by which any of the properties or assets of Purchaser are bound, other than any such conflicts, violations, defaults, terminations or cancellations that would not have a material adverse effect on the ability of Purchaser to consummate the Contemplated Transactions.

6.4 Litigation. There are no Legal Proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser, or to which Purchaser is otherwise a party before any Governmental Body, which, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or to consummate the Contemplated Transactions. Purchaser is not subject to any Order of any Governmental Body except to the extent the same would not reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or to consummate the Contemplated Transactions.

6.5 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Purchaser in connection with the Contemplated Transactions and no Person is entitled to any fee or commission or like payment in respect thereof.

6.6 Financial Capability. Purchaser (i) has, and at the Closing will have, sufficient internal funds (without giving effect to any unfunded financing regardless of whether any such financing is committed) available to pay the Purchase Price and any expenses incurred by Purchaser in connection with the Contemplated Transactions, (ii) has, and at the Closing will have, the resources and capabilities (financial or otherwise) to perform its obligations hereunder, and (iii) has not incurred any obligation, commitment, restriction or Liability of any kind, which would impair or adversely affect such resources and capabilities.

6.7 Acknowledgement Regarding Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that Seller is not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Seller in ARTICLE V hereof (as modified by the Schedules hereto as supplemented or amended), and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets and the Business are being transferred to and accepted by Purchaser in an "as is," "where is" and "with all faults" condition, free of any warranties or representations whatsoever, and Seller EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, LATENT OR PATENT, WITH RESPECT THERETO. Any claims Purchaser may have for breach of representation or

warranty shall be based solely on the representations and warranties of Seller set forth in ARTICLE V hereof (as modified by the Schedules hereto as supplemented or amended). Purchaser further represents that neither Seller nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Seller, the Business or the Contemplated Transactions not expressly set forth in this Agreement, and none of Seller or any other Person will have or be subject to any liability to Purchaser or any other Person resulting from the distribution to Purchaser or its representatives or Purchaser's use of, any such information, including any confidential memoranda distributed on behalf of Seller relating to the Business or other publications or data room information provided to Purchaser or its representatives, or any other document or information in any form provided to Purchaser or its representatives in connection with the sale of the Business and the Contemplated Transactions. Purchaser acknowledges that it has conducted to its satisfaction, its own independent investigation of the Business and, in making the determination to proceed with the Contemplated Transactions, Purchaser has relied on the results of its own independent investigation. PURCHASER ACKNOWLEDGES AND AGREES THAT THE INSPECTION AND INVESTIGATION OF THE PURCHASED ASSETS BY PURCHASER AND ITS REPRESENTATIVES HAS BEEN ADEQUATE TO ENABLE PURCHASER TO MAKE PURCHASER'S OWN DETERMINATION WITH RESPECT TO THE SUITABILITY OR FITNESS OF THE LAND, INCLUDING WITH RESPECT TO SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, AND ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES. PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH ARE AN INTEGRAL PORTION OF THIS AGREEMENT.

ARTICLE VII

BANKRUPTCY COURT MATTERS

7.1 Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher or better competing bids (each a "Competing Bid"). From the date hereof (and any prior time) and until the Contemplated Transactions are consummated, Seller is permitted to perform any and all other acts related thereto which are required by the Bidding Procedures Order or under the Bankruptcy Code or other applicable law, including, without limitation, causing its representatives to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its affiliates, agents and representatives) in connection with any sale or other disposition of all or any part of the Purchased Assets, alone or in connection with the sale or other disposition of any other asset of Seller.

7.2 Bankruptcy Court Filings. Seller shall file with the Bankruptcy Court the Sale Motion seeking entry of the Sale Order. Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Purchaser, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code. Seller shall give notice under the applicable Bankruptcy Code and/or Bankruptcy Rules of the request for relief specified in the Sale Motion and motion seeking approval of the Bidding Procedures Order, including all Persons that have asserted Liens or Encumbrances in the Purchased Assets, and other appropriate notice, including such additional notice as the Bankruptcy Court shall direct or as Purchaser may reasonably request. All of the Parties shall use their respective commercially reasonable efforts to have the Bankruptcy Court enter the Sale Order. With respect to each contract, if any, the Purchaser shall provide adequate assurance of future performance of each such agreement as required by Section 365 of the Bankruptcy Code.

ARTICLE VIII

COVENANTS

8.1 Access to Information. Subject to this Section 8.1, and subject to compliance with applicable Antitrust Laws, Seller agrees that, prior to the Closing Date, Purchaser shall be entitled, through its officers, employees and representatives (including, without limitation, its legal advisors and accountants), to make such investigation of the assets, properties and operations of the Business and such examination of the books and records of Seller pertaining to the Business, the Purchased Assets and the Assumed Liabilities as it reasonably requests and to make extracts and copies of such books and records at Purchaser's sole expense; it being understood, however, that the foregoing shall not entitle Purchaser to access (i) the books, records and documents that are confidential, (ii) any books, records or documents access to which by Purchaser Seller reasonably determines would be competitively disadvantageous to Seller in any material respect or (iii) any books, records or documents the disclosure of which by Seller to Purchaser would (A) violate any patient confidentiality obligation of Seller or (B) any other agreement or any obligation of confidentiality to which Seller is a party or is bound prior to the date hereof or (C) any obligation of confidentiality by which Seller is bound under applicable Law. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances and shall be subject to any restrictions on disclosure by Seller to Purchaser or use of the information contained therein by Purchaser applicable pursuant to any agreement to which Seller is a party or is bound prior to the date hereof or under applicable Law. Seller shall cause its officers, employees, consultants, agents, accountants, attorneys and other representatives to cooperate with Purchaser and Purchaser's representatives in connection with such investigation and examination, and Purchaser and its representatives shall cooperate with Seller and its representatives and shall use their reasonable efforts to minimize any disruption to Seller's business and operations, including the Business. Notwithstanding anything herein to the contrary, Seller shall not be required to permit any such investigation or examination if, and to the extent that, Seller, upon advice of counsel, determines that such investigation or examination by Purchaser would or is reasonably likely to result in a loss of any attorney-client or attorney work product privilege available to Seller.

8.2 Conduct of the Business Pending the Closing. Prior to the Closing, except (1) as set forth on Schedule 8.2, (2) as required by applicable Law, (3) as otherwise expressly contemplated by this Agreement or the Sale Order, or (4) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld or delayed), Seller shall conduct the Business only in the Ordinary Course of Business.

8.3 RESERVED.

8.4 Consents.

(a) Seller shall use its commercially reasonable efforts, and Purchaser shall cooperate with Seller, including by taking the actions referred to in Section 8.6, to obtain at the earliest practicable date all consents, approvals, authorizations, waiver and Orders required to be obtained by Seller, and to give at the earliest practicable date any notices required to be given by Seller, in order for Seller to consummate the Contemplated Transactions on the terms and in the manner provided hereby; provided, however, that Seller shall not be obligated to pay any consideration therefor to any third party from whom any such item is requested (other than filing or application fees payable to any Governmental Body) or to initiate any litigation or legal proceedings to obtain any such item except as otherwise provided by Section 8.6, nor to defend against any appeal or stay of the Sale Order or Bidding Procedures Order.

(b) Purchaser shall use its commercially reasonable efforts, and Seller shall cooperate with Purchaser, including by taking the actions referred to in Section 8.6, to obtain at the earliest practicable date all consents, approvals, authorizations, waivers, Orders and licenses required to be obtained by Purchaser, and to give at the earliest practicable date any notices required to be given by Purchaser, in order for Purchaser to consummate the Contemplated Transactions on the terms and in the manner provided hereby and to operate the Business after the Closing; provided, however, that Purchaser shall not be obligated to pay any consideration therefor to any third party from whom any such item is requested (other than filing or application fees payable to any Governmental Authority) or to initiate any litigation or legal proceedings to obtain any such consent or approval except as otherwise provided herein.

(c) Nothing contained herein shall require Seller to expend any funds in order to remove or eliminate any Lien or Encumbrance on any Purchased Asset in order to deliver such Purchased Asset to Purchaser pursuant to this Agreement free of such Lien; provided, however, in respect of any such Lien or Encumbrance, Purchaser nevertheless shall not be required to consummate the Contemplated Transactions, including the release of Liens and Encumbrances as otherwise stated herein, unless the conditions referred to in Section 10.1 are satisfied or waived by Purchaser.

8.5 Insurance. Seller shall cause the insurance policies to remain continuously in force through and including the date of Closing. Except (a) as required by applicable Law or by order of the Bankruptcy Court, (b) as otherwise contemplated by this Agreement, or (c) with the prior written consent of Purchaser, Seller shall not, solely as it relates to the Purchased Assets (i) subject the Purchased Assets to any Lien; or (ii) sell, assign, license, transfer, convey, lease, or otherwise dispose of any portion of the Purchased Assets. As of the Closing, Purchaser shall have appropriate insurance coverage in place for the Business consistent with what would be maintained under good industry business practices.

8.6 Further Assurances. Each of Seller and Purchaser shall use its commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the Contemplated Transactions and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the Contemplated Transactions. In addition, if Seller after the Closing receives payment on any account receivable that is a Purchased Asset it shall as soon as practicable remit such amount received to Purchaser, together with such information identifying the account to which such payment relates as is reasonably available to Seller, and, if Purchaser after the Closing receives payment on any account receivable that is an Excluded Asset it shall as soon as practicable remit such amount received to Seller, together with such information identifying the account to which such payment relates as is reasonably available to Purchaser. Without limiting the generality of the foregoing, if Purchaser or any of its affiliates shall at any time after the Closing receive any charitable gift, contribution or bequest that might be an Excluded Asset, or shall receive any notice that such a charitable gift, contribution or bequest may be received or available to Purchaser, Purchaser shall give notice thereof to Seller and make available to Seller upon reasonable request such information that Purchaser or any of its affiliates has available to it regarding such gift, contribution or bequest and will cooperate with Seller in determining whether such gift, contribution or bequest should be characterized as an Excluded Asset or a Purchased Asset. The provisions of this Section 8.6 shall survive the Closing.

8.7 Confidentiality. Purchaser acknowledges that the Confidential Information provided to it in connection with this Agreement, including pursuant to Section 8.1, and the consummation of the Contemplated Transactions, is subject to the terms of any Confidentiality Agreement between Purchaser and Seller (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference and, to the extent applicable, supersede any conflicting or inconsistent provisions contained in this Agreement. Effective upon, and only upon, the Closing Date, the Confidentiality Agreement shall terminate with respect to information relating solely to the Business or otherwise included in the Purchased Assets; provided, however, that Purchaser acknowledges that any and all other Confidential Information provided to it by

Seller or its representatives concerning Seller shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date. For purposes of this Section 8.7, “Confidential Information” shall mean any confidential information with respect to, including, methods of operation, customers, customer lists, prices, fees, costs, Technology, inventions, Trade Secrets, know-how, Software, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters.

8.8 Preservation of Records. Seller and Purchaser agree that each of them shall preserve and keep the records held by it or their affiliates relating to the Business for a period of seven (7) years from the Closing Date or the maximum period of time required by law, whichever is longer, and shall make such records and personnel available to the other as may be reasonably required by such Party in connection with, among other things, any insurance claims by, Legal Proceedings or tax audits against or other governmental or healthcare payor investigations or audits of Seller or Purchaser or any of their affiliates or in order to enable Seller or Purchaser to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In the event Seller or Purchaser wishes to destroy such records before or after that time, such Party shall first give ninety (90) days prior written notice to the other Party and such other Party shall have the right at its option and expense, upon prior written notice given to such Party within such ninety (90) day period, to take possession of the records within one hundred and eighty (180) days after the date of such notice.

8.9 Publicity. Neither Seller nor Purchaser shall issue any press release or public announcement concerning this Agreement or the Contemplated Transactions without obtaining the prior written approval of the other Party hereto, which approval will not be unreasonably withheld or delayed, unless, in the judgment of Purchaser or Seller upon advice of counsel, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock market on which Purchaser’s securities are listed, provided that the Party intending to make such release shall use commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the text thereof.

8.10 Supplementation and Amendment of Schedules. Seller may, at its option, include in the Schedules items that are not material in order to avoid any misunderstanding, and such inclusion, or any references to dollar amounts, shall not be deemed to be an acknowledgement or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement. Information disclosed in the Schedules shall constitute a disclosure for all purposes of this Agreement notwithstanding any reference to a specific section in a Schedule, and all such information shall be deemed to qualify the entire Agreement and not just such section. From time to time prior to the Closing, Seller shall have the right to supplement or amend the Schedules with respect to any matter hereafter arising or discovered after the delivery of the Schedules pursuant to this Agreement. If the Closing shall occur, then Purchaser shall be deemed to have waived any right or claim pursuant to the terms of this Agreement or otherwise, including pursuant to ARTICLE XI hereof, with respect to any and all matters disclosed pursuant to any such supplement or amendment at or prior to the Closing.

8.11 Misdirected Payments. Purchaser and Seller covenant and agree to hold in trust and remit, within ten (10) days of receipt (unless a different time period is otherwise specified in this Agreement), to the other any payments received that are on or in respect of notes or Accounts Receivable owned by (or are otherwise payable to) the other.

ARTICLE IX

EMPLOYEES AND EMPLOYEE BENEFITS

9.1 No Employment by Purchaser. The parties acknowledge and agree that Purchaser does not intend to hire any of Seller's Employees as of Closing and does not intend to operate the Business as a successor to Seller. Seller shall remain responsible, from and after the Closing Date, for all of obligations relating to Seller's Employees, including but not limited to payment of all wages, benefits, and other compensation, tax withholding, and the filing of all employment and other tax returns and information statements with respect to such employees for all periods. Seller shall be free to retain or terminate the employment of all such Employees following the Closing Date.

ARTICLE X

CONDITIONS TO CLOSING

10.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the Contemplated Transactions as provided by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) Representations and Warranties. The representations and warranties of Seller set forth in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date) and Purchaser shall have received a certificate signed by an authorized officer of Seller, dated the Closing Date, to the foregoing effect; provided, however, that in the event any such representation or warranty has been breached the condition set forth in this Section 10.1(a) shall nevertheless be deemed satisfied unless the effect of all such breaches of representations and warranties taken together result in a Material Adverse Effect;

(b) Compliance with Covenants. Seller shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Closing Date and Purchaser shall have received a certificate signed by an authorized officer of Seller, dated the Closing Date, to the foregoing effect; provided, however, that the condition set forth in this Section 10.1(b) shall be deemed satisfied unless all such failures to so perform or comply taken together result in a Material Adverse Effect; and

(c) Closing Deliverables. Seller shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 4.2.

10.2 Conditions Precedent to Obligations of Seller. The obligation of Seller to consummate the Contemplated Transactions as provided by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Seller in whole or in part to the extent permitted by applicable Law):

(a) Representations and Warranties. The representations and warranties of Purchaser set forth in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, at and as of the Closing Date as though made on the Closing Date, except to the extent such representations and warranties relate to an earlier date (in which case such

representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date), and Seller shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect;

(b) Compliance with Covenants. Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date, and Seller shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect; and

(c) Closing Deliverables. Purchaser shall have delivered, or caused to be delivered, to Seller all of the items set forth in Section 4.3.

10.3 Conditions Precedent to Obligations of Purchaser and Seller. The respective obligations of Purchaser and Seller to consummate the Contemplated Transactions as provided by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Seller in whole or in part to the extent permitted by applicable Law):

(a) Sale Order. The Bankruptcy Court shall have entered the Sale Order that is not stayed pending appeal and that contains a finding of fact conclusion of law pursuant to 11 U.S.C. § 363(m) that Purchaser is a good faith purchaser; and

(b) Consents. The Parties shall have received the consents or approvals required by Section 5.3, if applicable, and the consents, approvals, licenses or permits, or waivers thereof, of the Governmental Bodies identified in Schedule 10.3(b) and shall have given the notices required by Schedule 10.3(b).

10.4 Frustration of Closing Conditions. Neither Seller nor Purchaser may rely on the failure of any condition set forth in Section 10.1, 10.1(c) or 10.3, as the case may be, to excuse it from consummating the Contemplated Transactions if such failure was caused by such Party's failure to comply with any provision of this Agreement.

10.5 Casualty. If, prior to the Closing, all or any part of the Land and Improvements is destroyed or damaged by fire or other casualty, then Seller will promptly notify Purchaser of this fact. If any such casualty damages all or any material portion of the Land and Improvements, then Purchaser may terminate this Agreement by giving notice thereof to the Seller not later than two (2) Business Days after the date on which Purchaser receives Seller's notice as aforesaid. If Purchaser elects to terminate this Agreement as aforesaid, then this Agreement will terminate and be of no further force and effect and neither party will have any liability to the other hereunder. If any such casualty damages less than a material portion of the Land or Improvements or if Purchaser elects not to terminate this Agreement as aforesaid, then there will be no abatement of the Purchase Price and Seller will assign to Purchaser at the Closing all of Seller's rights to the insurance proceeds, if any, under Seller's insurance policies covering the Land and Improvements with respect to such damage or destruction and there will be credited against the Purchase Price the following: (a) the amounts of any applicable insurance deductibles; and (b) the amounts of any proceeds previously received by Seller for the damage or destruction to the Land or Improvements.

10.6 Condemnation. If, prior to the Closing, all or any part of the Land or Improvements is taken by eminent domain (or is the subject of a pending taking that has not yet been consummated), then Seller will promptly notify Purchaser of this fact. If such taking affects all or any material portion of the Land or Improvements, then Purchaser may terminate this Agreement by giving notice to Seller not later than five (5) Business Days after receipt of Seller's notice. If Purchaser elects to terminate this Agreement

as aforesaid, then this Agreement will terminate and be of no further force and effect and neither party will have any liability to the other hereunder. If less than a material portion of the Land or Improvements is affected by a taking or if Purchaser elects not to terminate this Agreement as aforesaid, then the sale of the Purchased Assets will be consummated as herein provided without any adjustment to the Purchase Price (except to the extent of any condemnation award received by Seller prior to the Closing) and Seller will assign to Purchaser at the Closing all of Seller's right, title and interest in and to all awards, if any, for the taking, and Purchaser will be entitled to receive and keep all awards for the taking of the Land or Improvements or portion thereof.

ARTICLE XI

SURVIVAL

11.1 No Survival of Representations and Warranties. The Parties hereto agree that the representations and warranties contained in this Agreement shall not survive the Closing hereunder, and none of the Parties shall have any liability to each other after the Closing for any breach thereof. The Parties hereto agree that the covenants contained in this Agreement to be performed or otherwise adhered to at or after the Closing shall survive the Closing hereunder, and each Party hereto shall be liable to the other after the Closing for any breach thereof.

11.2 Limitation on Damages. Notwithstanding anything to the contrary elsewhere in this Agreement, no Party shall, in any event, be liable to any other Person for any consequential, incidental, indirect, special or punitive damages of such other Person, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the breach or alleged breach hereof.

ARTICLE XII

TAXES, APPORTIONMENT, ALLOCATION

12.1 Transfer Taxes. Purchaser shall be responsible for (and shall indemnify and hold harmless Seller and its directors, officers, employees, agents, successors and permitted assigns against) any sales, use, stamp, documentary stamp, filing, recording, transfer or similar fees or taxes or governmental charges (including any interest and penalty thereon) payable in connection with the Contemplated Transactions ("Transfer Taxes"). To the extent that any Transfer Taxes are required to be paid by Seller (or such Transfer Taxes are assessed against Seller), Purchaser shall promptly reimburse Seller, as applicable, for such Transfer Taxes. Seller and Purchaser shall cooperate and consult with each other prior to filing any Tax Returns in respect of Transfer Taxes. Seller and Purchaser shall cooperate and otherwise take commercially reasonable efforts to obtain any available refunds to Transfer Taxes.

12.2 Real Property Apportionments.

(a) The following items will be apportioned at the Closing as of 12:01 a.m. Central time on the Closing Date (the "Apportioned Items"):

- (i) gas, electric, water and other utility costs;
- (ii) municipal assessments and governmental license and permit fees;
- (iii) real estate taxes and assessments, based on the rates and assessed valuation applicable in the fiscal year for which assessed;

(iv) personal property taxes and assessments, if any, based on the rates and assessed valuation applicable in the fiscal year for which assessed; and

(v) all other items of income and expense normally apportioned in sales of property in similar situations.

(b) For the avoidance of doubt, the Apportioned Items shall be apportioned to Seller for periods prior to the Closing Date and to Purchaser for periods on and after the Closing Date. If any of the foregoing cannot be apportioned at the Closing because of the unavailability of the amounts that are to be apportioned, such items will be apportioned on the basis of a good faith written estimate by the parties and reconciled as soon as practicable after the Closing Date. To the extent granted in the Sale Order, the sale, transfer, assignment and conveyance of the Property to the Purchaser will be entitled to the protections afforded under Section 1146(c) of the Bankruptcy Code.

(c) If there are water, gas or electric meters located at the property comprising the Land and Improvements, the Seller will obtain readings thereof to a date not more than thirty (30) days prior to the Closing Date and the unfixed water rates and charges, sewer taxes and rents and gas and electricity charges, if any, based thereon for the intervening time will be apportioned on the basis of the last readings. If readings are not obtainable by the Closing Date, then, at the Closing, any water rates and charges, sewer taxes and rents and gas and electricity charges that are based on the readings will be prorated based upon the per diem charges obtained by using the most recent period for which readings are then available.

(d) If any refunds of real property taxes or assessments, water rates and charges or sewer taxes and rents will be made after the Closing, the same will be held in trust by the Seller or the Purchaser, as the case may be, and will first be applied to the unreimbursed costs incurred in obtaining the same, and the balance, if any, will be paid to the Seller (for the period prior to the Closing Date) and to the Purchaser (for the period commencing with the Closing Date).

(e) No insurance policies of the Seller are to be transferred to the Purchaser, and no apportionment of the premiums therefor will be made.

(f) If a net amount is owed by the Seller to the Purchaser pursuant to this Section 12.2, then such amount will be credited against the Purchase Price. If a net amount is owed by the Purchaser to the Seller pursuant to this Section 12.2, then such amount will be paid together with the Purchase Price.

(g) If there is a dispute between the parties with respect to amounts under this Section 12.2, undisputed amounts will be paid at Closing. With respect to disputed amounts, a proper adjustment will be determined after the Closing Date by the Bankruptcy Court.

(h) The provisions of this Section 12.2 will survive the Closing.

12.3 Purchase Price Allocation. For tax purposes only, Purchaser may allocate the Purchase Price among the Purchased Assets as specified in Schedule 12.3 (which shall be mutually agreed upon prior to the Closing, as a condition precedent thereof), in accordance with such allocation, Purchaser shall prepare and deliver to Seller copies of Form 8594 and any required exhibits thereto (the "Asset Acquisition Statement"). The Purchase Price shall be allocated in accordance with the Asset Acquisition Statement and all income Tax Returns and reports filed by Purchaser shall be prepared consistently with such allocation. Notwithstanding anything in this Section 12.2 to the contrary, the Asset Acquisition Statement shall (i) in no way limit the ability of Seller to allocate or divide the Purchase Price or to distribute the cash portion of the Purchase Price between or among the creditors of Seller for purposes of this Agreement; and (ii) not be applicable to or binding upon any creditor of Seller for purposes of this Agreement.

ARTICLE XIII

MISCELLANEOUS

13.1 Expenses. Except as otherwise provided in this Agreement, each of Seller and Purchaser shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Contemplated Transactions.

13.2 Injunctive Relief. Damages at law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any Party hereto shall be entitled to injunctive relief with respect to any such breach, including without limitation specific performance of such covenants, promises or agreements or an order enjoining a Party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 13.2 shall be in addition to any other rights which a Party may have at law or in equity pursuant to this Agreement.

13.3 Submission to Jurisdiction; Consent to Service of Process. Without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Contemplated Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 13.6 hereof; provided, however, that if the Bankruptcy Case has closed, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Northern District of Mississippi sitting in or near Aberdeen, Mississippi and any appellate court from any thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the Parties hereto hereby consents to process being served by any Party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 13.6.

13.4 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) and the Confidentiality Agreement represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

13.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi applicable to contracts made and performed in such State.

13.6 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by facsimile (with written confirmation of transmission) or (iii) one business day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Seller, to:	Express Grain Terminals 808 12 th Street Greenwood, MS 38930 Attention: Dennis Gerrard, CRO
With a copy to:	Craig M. Geno, Esq. Law Offices of Craig M. Geno, PLLC 587 Highland Colony Parkway Ridgeland, MS 39157
And:	Abigail M. Marbury, Esq. Trial Attorney U.S. Department of Justice Office of the United States Trustee, Region 5 501 East Court Street, Suite 6-430 Jackson, Mississippi 39201
And:	U.S. Tax Division U.S. Department of Justice United States Attorney's Office 555 4 th Street NW, Room G211 Washington, D.C. 20001
If to Purchaser, to:	William Watson UMB Bank, N.A. 125 N Market St Suite 1105 Wichita, KS 67202 Amy Moore Harris UMB Bank, N.A. 1010 Grand Boulevard Kansas City, MO 64016
And:	
With a copy to: (which copy shall not constitute notice)	Eric L. Johnson Spencer Fane LLP 1000 Walnut Street, Suite 1400 Kansas City, MO 64106

13.7 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Contemplated Transactions is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Contemplated Transactions are consummated as originally contemplated to the greatest extent possible.

13.8 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Seller or Purchaser (by operation of law or otherwise) without the prior written consent of the other Party hereto and any attempted assignment without the required consents shall be void; provided, however, that Purchaser may assign its right to acquire any or all of the Purchased Assets and its other rights hereunder to an affiliate that also assumes all of Purchaser's obligations hereunder (but such assumption shall not relieve Purchaser of its obligations hereunder). No permitted assignment of any rights hereunder and/or assumption of obligations hereunder shall relieve the Parties hereto of any of their obligations. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires.

13.9 No Personal Liability. In entering into this Agreement, the Parties understand, agree and acknowledge that no director, trustee, officer, manager, member, employee, shareholder, attorney, accountant, advisor or agent of any Party hereto shall be personally liable or responsible to any other Party or its directors, trustees, officers, managers, members, employees, shareholders, attorneys, accountants, advisors or agents for the performance of any obligation under this Agreement of any Party to this Agreement or the truth, completeness or accuracy of any representation or warranty contained in, or statement made in, this Agreement or any document prepared pursuant hereto and that all obligations hereunder are those of the named Parties only (but nothing contained herein shall limit the liability of any person for his or her fraudulent acts).

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER:

SELLER:

Express Grain Terminals, LLC

By: Thomas S. Terry

By: _____

Name: Thomas S. Terry

Name: Dennis Gerrard

Its: EVP / Chief Credit Officer

Its: Chief Restructuring Officer

DISCLOSURE SCHEDULES

DATED AS OF FEBRUARY 24, 2022

Reference is made to that certain Asset Purchase Agreement (the “Agreement”), dated as of February 24, 2022, by and between Express Grain Terminals, LLC, a Mississippi limited liability company (the “Seller”) and UMB Bank, N. A., a national banking association or its assignee (“Purchaser”). Capitalized terms not defined herein shall have the meanings provided in the Agreement. These Disclosure Schedules (the “Disclosure Schedules”) have been prepared by the Parties and delivered in accordance with the Agreement.

References to the section number and headings of the Disclosure Schedules relate to the corresponding sections of the Agreement. Any matter or item disclosed on any Schedule shall be deemed to have been disclosed on each other Schedule to the extent it is reasonably apparent that it is pertinent to the subject matter of such other Schedule. In addition, matters disclosed in any section of the Disclosure Schedules are not necessarily limited to matters required by the Agreement to be disclosed in the Disclosure Schedules, and any such additional matters are set forth for informational purposes only. In no event shall the listing of such agreements or other matters in the Disclosure Schedules be deemed or interpreted to broaden or limit Seller’s representations and warranties or covenants contained in the Agreement.

SCHEDULE 5.5(a)

Seller's Financial Statement

See attached.

SCHEDULE 5.10

Benefit Plans

To be supplemented.

SCHEDULE 6.3(a)

Purchaser's Required Third-Party Consents

None currently known, will supplement.

SCHEDULE 6.3(b)

Purchaser's Conflicts

None currently known, will supplement.

SCHEDULE 8.2

Pre-Closing Transactions Outside the Ordinary Course of Business

To be supplemented.

SCHEDULE 10.3(b)

Consents of Governmental Bodies

None.

SCHEDULE 12.3

Purchase Price Allocation

To be Supplemented.

EXHIBIT "C"

(Sidon Site)

DESCRIPTION:

Part of Lot 12, and part of Lot 11, all in Section 5; and part of Lot 15 in Section 6; and part of Lot 1, and part of Lot 7, all in Section 7; and part of the NW1/4 of the NW1/4, part of the SW1/4 of the NW1/4, part of the NW1/4 of the SW1/4, part of the NE1/4 of the SW1/4, part of the SE1/4 of the NW1/4, part of the SW1/4 of the NE1/4, and part of the NE1/4 of the NW1/4, all in Section 8, all of the aforementioned in Township 18 North, Range 1 East, Leflore County, Mississippi, more particularly described as follows:

Beginning at a found 3/4" iron pipe on the east right of way of the Sidon-Rising Sun Road, said point also being 2686.92 feet west and 4195.39 feet north of a found broken concrete marker at the southeast corner of the SW1/4 of said Section 8, Township 18 North, Range 1 East; proceed thence along said right of way S 10 degrees 26'58" E 815.14 feet to a point; thence along a curve to the left having a radius of 5684.60 feet for 849.42 feet along said curve and on a chord direction of S 14 degrees 43'47" E and a chord length of 848.63 feet to a point; thence continue along said right of way S 19 degrees 00'37" E 161.21 feet to a found 3/4" iron pipe; thence away from said road N 79 degrees 45'35" E 2471.69 feet to a found 3/4" iron pipe on the west right of way of the Canadian National Railroad; thence along said right of way as follows, N 16 degrees 26'43" W 696.34 feet to a point, thence along a curve to the right having a radius of 5774.58 feet 2015.78 feet along said curve and on a chord direction of N 06 degrees 26'42" W and a chord length of 2005.56 feet to a found iron pipe; thence away from said railroad right of way N 74 degrees 22'59" W 702.72 feet to a found 3/4" iron pipe; thence S 79 degrees 45'35" W 1479.89 feet to a found 3/4" iron pipe; thence N 65 degrees 52'34" W 357.89 feet to a found 3/4" iron pipe on the east right of way of County Road 512; thence along said right of way as follows, S 24 degrees 07'26" W 284.49 feet, S 06 degrees 12'04" W 228.82 feet, S 08 degrees 33'46" E 227.29 feet to a found 3/4" iron pipe; thence away from said right of way N 79 degrees 33'04" E 639.03 feet to a found 3/4" iron pipe; thence S 10 degrees 26'56" E 700.00 feet to a found 3/4" iron pipe; thence S 79 degrees 33'08" W 625.06 feet to the Point of Beginning, containing 161.23 acres, more or less.

The property described above is the same as the property conveyed to Express Grain Terminals, LLC from Leflore County, Mississippi in that certain Warranty Deed dated November 2, 2007 and recorded November 2, 2007 in Book 404 at Page 469 of the Land Deed Records of Leflore County, Mississippi.

EXHIBIT "C"

Legal Description

A part or parcel of Sections 7 and 8, Township 18 North, Range 1 East, Leflore County, Mississippi, in the Greenwood-Leflore Industrial Park, and being more particularly described as follows:

Starting at a concrete post marking the Southwest corner of the Southeast quarter of Section 8, Township 18 North, Range 1 East, Leflore County, Mississippi; thence run North for 4308.74 feet and West for 2072.28 feet to a half inch iron pin being the point of beginning; thence run South 79°33'04" West for 625.00 feet to a half inch iron pin on the East right of way line of Leflore County Road No. 512; thence run North 10°26'56" West along said right of way for 519.40 feet to a half inch iron pin; thence continue along said right of way South 79°33'04" West for 20.00 feet to a half inch iron pin; thence continue along said right of way North 08°33'46" West for 180.70 feet to a half inch iron pin; thence run North 79°33'04" East for 639.05 feet to a half inch iron pin; thence run South 10°26'56" East for 700.00 feet to the point of beginning of the herein described tract of land containing 10.11 acres more or less.

Being the same property conveyed to GreenPoint Ag, LLC by that certain Warranty Deed dated November 30, 2012 and recorded on December 7, 2012 in Book 0433, Page 628 of the Chancery Clerk's Office of Leflore County, Mississippi.

EXHIBIT "D"

(Greenwood Site)

PARCEL 1

LEGAL DESCRIPTION:

Part of the Austin and Wright Addition to the City of Greenwood, per Plat Book 1 at Page 6, part of the Mann Addition to the City of Greenwood, per Plat Book 4 at Page 18, and part of Sections 8,9,16, and 17, Township 19 North, Range 1 East, City of Greenwood, Leflore County, Mississippi, more particularly described by metes and bounds as follows:

Beginning at a concrete marker 25.6 feet south of the northwest corner of the east half of Lot 3 of the Manna Addition to the City of Greenwood, said marker being on the south right of way of River Road Extended; proceed thence along said right of way S 76 degrees 42'58" E 254.03 feet to a set iron pin; thence away from said right of way along the west side of an alley S 02 degrees 02'10" W 296.40 feet to a point; thence continue along said alley S 02 degrees 02'10" W 154.53 feet to a set iron pin; thence continue along said alley S 02 degrees 02'10" W 50.04 feet to a set iron pin on the south right of way of Mann Street; thence along said right of way N 89 degrees 52'09" E 236.23 feet to a set iron pin on the west side of Buckeye Road (abandoned); thence N 00 degrees 36'58" E 49.42 feet to a set iron pin on the north right of way of said

Mann Street; thence S 89 degrees 52'09" W along the north right of way of Mann Street 210.37 feet to a set iron pin; thence N 02 degrees 02'11" E along the east line of said alley 445.68 feet to a concrete marker on the south right of way of said River Road; thence along said road S 77 degrees 06'54" E 202.88 feet to a set iron pin; thence S 77 degrees 06'43" E along said road 34.80 feet to a set iron pin; thence N 00 degrees 04'12" W 188.71 feet to a point on the south bank of the Yazoo River; thence along said river S 77 degrees 45'30" E 242.51 feet to a point; thence S 82 degrees 39'59" E along said river 59.59 feet to a point; thence S 83 degrees 11'34" E 151.19 feet to a point; thence S 00 degrees 04'04" W away from said river bank 151.13 feet to a set iron pin on the south right of way of River Road; thence along said road S 82 degrees 33'16" E 145.47 feet to a set pk nail in the asphalt and on the west right of way of 12th Street; thence along said street S 00 degrees 07'10" W 399.64 feet to a set iron pin; thence along said street S 00 degrees 04'54" W 60.00 feet to a set iron pin; thence along said street S 00 degrees 04'54" W 510.00 feet to a set iron pin; thence S 00 degrees 04'54" W along said street 160.75 feet to a set iron pin on the north right of way of Yazoo Street; thence S 88 degrees 04'04" W along said street 344.72 feet to a set iron pin; thence S 00 degrees 05'53" W 26.98 feet to a set iron pin on the north right of way of the railroad right of way; thence S 88 degrees 16'34" W along said right of way 255.28 feet to a set iron pin; thence S 88 degrees 16'34" W along said right of way 34.71 feet to a set iron pin; thence along said right of way S 88 degrees 13'35" W 210.71 feet to a found iron pipe; thence away from said right of way N 00 degrees 06'51" E 299.22 feet to a found pipe; thence N 89 degrees 39'16" E 213.18 feet to a set iron pin on the west right of way of the Old Buckeye Road (abandoned); thence N 00 degrees 36'58" E 50.06 feet to a set iron pin; thence S 89 degrees 39'20" W 474.67 feet to a set iron pin; thence N 00 degrees 36'58" E 451.80 feet to a set iron pin; thence N 02 degrees 26'39" W 50.04 feet to a concrete marker at a fence corner; thence N 00degrees20'35" W 155.31 feet to a concrete marker; thence N86degrees50'04" E 13.40 feet to a concrete marker; thence N 00 degrees

13'02" W 353.52 feet to the Point of Beginning, containing 30.10 acres, more or less.
SUBJECT TO rights of way for River Road, easements to the City of Greenwood, and easements to the USA.

PARCEL 2

DESCRIPTION:

Lots 4,5, and 6 of Block 11, according to the Austin and Wright Addition to the City of Greenwood, per Plat Book 1 at Page 6, Leflore County, Mississippi, more particularly described by metes and bounds as follows:

Beginning at a concrete marker at the northwest corner of Lot 6 of Block 11 of said Austin and Wright Addition, said point being located at the intersection of the south right of way of Strong Avenue with the East right of way of 12th Street; proceed thence N 89 degrees 57'11" E along the south right of way of Strong Avenue 149.30 feet to a concrete marker; thence S 00 degrees 04'48" W 143.81 feet to a concrete marker; thence S 89 degrees 50'13" W 149.66 feet to a set iron pin on the east right of way of 12th Street; thence N 00 degrees 13'25" E 144.12 feet to the Point of Beginning, containing 0.49 acres, more or less.

PARCEL 3

DESCRIPTION:

Lots 7,8, and 9 of Block 14, according to the Austin and Wright Addition to the City of Greenwood, per Plat Book 1 at Page 6, Leflore County, Mississippi, more particularly described by metes and bounds as follows:

Beginning at a concrete marker at the northeast corner of Lot 9 of Block 14 of said Austin and Wright Addition; proceed thence S 00 degrees 29'26" W 154.98 feet to a concrete marker; thence S 88 degrees 43'04" W 152.24 feet to a set iron pin; thence N 00 degrees 04'54" E 159.07 feet to a set iron pin; thence S 89 degrees 44'33" E 153.30 feet to the Point of Beginning, containing 0.55 acres, more or less.

The property described above is the same as the property conveyed to Express Grain Terminals, LLC from Delta Oil Mill in that certain Warranty Deed dated September 18, 2015 and recorded September 18, 2015 in Book 450 at Page 3 of the Land Deed Records of Leflore County, Mississippi.

MINTER CITY OIL MILL PROPERTY

Tract A

Begin at an iron stake at the northeast corner of Section 28, Township 22 North, Range 1 West, and run thence north 52 degrees and 40 minutes east 76 feet; thence north 31 degrees west 999 feet to the center line of the main track of the Y. & M.V.R.R. and the center line of the right of way of said railroad; thence south 43 degrees and 50 minutes west with the center line of railroad and center line of right of way 2,436.7 feet to a point; thence south 45 degrees and 45 minutes east of 50 feet to a point on the eastern boundary of railroad right of way, which is the point of beginning; from the above described point of beginning run thence south 45 degrees and 45 minutes east 562 feet to a point on western side of paved road; thence south 52 degrees and 55 minutes west along fence on western side of paved road 151.9 feet to a point; thence south 53 degrees and 8 minutes west along fence on western side of paved road 765 feet to a point; thence north 45 degrees and 45 minutes west 414.2 feet to a point at an iron stake on the eastern edge of the right of way of railroad; thence north 43 degrees and 50 minutes east along eastern edge of right of way of railroad 906 feet to the point of beginning. The above tract contains 10.15 acres lying in Lots 2 and 6 of Section 28, Township 22 North, Range 1 West, Leflore County, Mississippi, and is intended to embrace all of the lands acquired by Minter City Oil Works, Incorporated and Minter City Oil Mill by the following deeds: deed from E. M. Streater dated April 23, 1901, recorded Book 28, page 12; deed from E. M. Streater dated July 12, 1901, recorded Book 29, page 27; deed from J. D. Sweeney dated November 1, 1926, recorded Book 59, page 461; and deed from E. M. Streater et al dated March 7, 1927, recorded Book 60, page 118; all of the Land Deed Records of Leflore County, Mississippi.

Tract B

Beginning at a point located 1171.0 feet North and 268.1 feet East of the point of intersection of the East-West center line of Section 28, Township 22 North, Range 1 West with the West Bank of the old Tallahatchie River; run thence North 40 degrees East a distance of 199.2 feet to the former Northwest corner of the Minter City Oil Mill property as said corner was located prior to April 14, 1971; thence South 46 degrees 17' East along the former West property line of the said Minter City Oil Mill 466.1 feet to the North side of a certain public road running along the West Bank of the Tallahatchie River from Mississippi Highway No. 8 to the Village of Minter City, Mississippi; thence South 46 degrees 12' West along the said Highway 200 feet; thence North 46 degrees 17' West for 443.5 feet more or less to the point of beginning inclosing 2.09 acres, more or less, in Lots 2 & 6 of Section 28, Township 22 North, Range 1 West, Leflore County, State of Mississippi; subject to the conditional estate in a parcel of land 50 feet by 50 feet, and the easements appurtenant thereto, situate in said 2.09 acre tract, conveyed by Minter City Oil Mill to Leflore County, Mississippi, for use as a fire station, by deed dated October 1, 1974, recorded in Book 189 at page 48 of the Land Deed Records of Leflore County, Mississippi.

Tract C

That certain tract or parcel of land containing 3.00 acres, more or less, situated in Lot Two (2) of Section Twenty-eight (28), Township Twenty-two (22) North, Range One (1) West, in Leflore County, Mississippi, described by metes and bounds as follows, to-wit:

Commence at the northeast corner of said Section 28 and run thence north 52 degrees 40 minutes east for the distance of 76 feet; run thence north 31 degrees west for the distance of 999 feet to a point on the center line of the main track of the Illinois Central Railroad; run thence south 43 degrees 50 minutes west and along the said center line of Illinois Central Railroad for the distance of 2436.7 feet; run thence south 45 degrees 45 minutes east for the

EXHIBIT "E"

distance of 50 feet to an iron pipe on the eastern boundary line of the right of way of the said Illinois Central Railroad, said point being the point of beginning of the tract of land herein described and being further described as being at the northernmost corner of the lands of the Minter City Oil Mill as said northernmost corner was located and occupied prior to January 7, 1961; from the point of beginning run thence north 43 degrees 50 minutes east and along the said eastern boundary line of the right of way of said Illinois Central Railroad for the distance of 300.0 feet; run thence south 45 degrees 45 minutes east for the distance of 342.0 feet to a point; run thence south 15 degrees 15 minutes west for the distance of 271.7 feet to a point; run thence south 45 degrees 45 minutes east for the distance of 103.6 feet to a point on the western or northern boundary line of the right of way of the public road located along the bank of the Tallahatchie River; run thence south 56 degrees 45 minutes west and along said boundary line of the right of way of the public road for the distance of 61.5 feet to a point on the former occupied northern or eastern boundary line of the lands of the Minter City Oil Mill; run thence north 45 degrees 45 minutes west and along the former northern or eastern occupied boundary line of the lands of the said Minter City Oil Mill for the distance of 562.0 feet to the point of beginning.

Tract D

Commencing at a point located 1171.0 feet North and 268.1 feet East of the point of intersection of the East-West Center Line of Section 28, Township 22 North, Range 1 West, with the West Bank of the Old Tallahatchie River, thence N 40° East for 199.2 feet, thence S 35° East for 487 feet, thence N 55° East for 1025 feet, thence N 11° West for 158 feet; thence N 12° 30' E for 270 feet to the point of beginning which is the fence corner of the Northeast Corner of the Minter City Oil Mill Property, as said corner was located prior to February 20, 1974; from the point of beginning thence N 12° 30' E for 117 feet to an iron pin, thence N 64° W for 358 feet to a fence corner, thence S 46° 30' E for 404 feet to the point of beginning, inclosing 0.5 acres of land being a part of Section No. 28, Township 22 North, Range 1 West, Choctaw Meridian, Leflore County, State of Mississippi.

Tract E

A strip of land 50 feet wide by 1534 feet long, being the Southeasterly one-half of the following described 100 foot wide tract of land:

A parcel of land forming a portion of the Illinois Central Gulf Railroad Company's abandoned Minter City Branch right-of-way and property situated in the West Half of the Northeast Quarter and in the Southeast Quarter of the Northwest Quarter of Section 28, Township 22 North, Range 1 West of the Choctaw Meridian, Leflore County, Mississippi, said right-of-way 100 feet wide, being 50 feet in width on either side of the centerline of Grantor's Minter City Branch main track as now or formerly located, extends southwesterly from a line that extends northwesterly and southeasterly perpendicularly intersecting the centerline of said main track 1010 feet southwesterly as measured along said centerline of main track from the North line of the North Half of the Northeast Quarter of said Section 28, a total distance of 1534 feet as measured along said centerline of main track, to a line that extends northwesterly and southeasterly perpendicular to the centerline of said main track.

Tract F

Due West Site

A part or parcel of Section 28, Township 22 North, Range 1 West, Leflore County, Mississippi and being more particularly described as follows:

Begin at an iron pipe marking the Northwest Corner of the Minter City Oil Mill property. Said point being located 1171.0 feet North and 268.1 feet East of the Point of Intersection of the East-West centerline of said Section 28, Township 22 North, Range 1 West, with the West bank of the Old Tallahatchie River; thence run Southeast along the Southern boundary of the Minter City Oil Mill property for 277.00 feet to the Point of Beginning of the tract of land herein described; from said Point of Beginning thence run North 48° 17'00" East for 15.00 feet to a point; thence run South 45° 51'53" East for 10.00 feet to a point, thence run North 48° 17'00" East for 55.00 feet to a point; thence run South 46° 17'00" East for 171.24 feet to a point on the North side of a certain public road running along the West bank of the Tallahatchie River from Mississippi Highway No. 8 to the village of Minter City, Mississippi; thence run along the North side of said public road South 48° 14'07" West for 71.25 feet to a point on the Southern boundary of the Minter City Oil Mill property; thence run along said boundary North 45° 51'53" West for 181.21 feet to the said Point of Beginning of the herein described tract of land containing 0.28 acres.

AND

Description of a 4.62 acre tract located in Section 28, Township 22 North, Range 1 West, Leflore County, Mississippi:

Begin at an iron pipe marking the northeast corner of said Section 28 and proceed WEST 1320.47 feet to a point in the centerline of the abandoned Illinois Central Railroad main line tract, thence S 43° 50'00" W along the centerline of said railroad 1898.93 feet to an iron pipe marking the Point of Beginning of the tract herein described, from said Point of Beginning proceed S 43° 50'00" W along said railroad centerline 404.49 feet to an iron pipe marking the southwest corner of that certain Minter City Oil Mill tract described in Deed Book 173 on Page 346, thence S 46° 15'19"E along the south boundary of said Minter City Oil Mill tract 276.66 feet to an iron pipe, thence N 47° 47'26"E 97.40 feet to an iron pipe, thence S 42° 12'34"E 170.66 feet to an iron pipe on the north boundary of a paved county road, thence N 50° 54'24"E along the north boundary of said road 121.17 feet to an iron pipe, thence N 51° 56'28"E along the north boundary of said road 155.35 feet to an iron pipe, thence N 53° 12'51"E along the north boundary of said road 147.85 feet to an iron pipe, thence leaving said road proceed N 38° 08'55"W 175.18 feet to an iron pipe, thence S 49° 55'17"W 75.85 feet to an iron pipe, thence N 58° 57'45"W 93.04 feet to an iron pipe, thence N 50° 34'42"W 60.07 feet to an iron pipe, thence N 53° 58'48"W 184.14 feet to the Point of Beginning. Bearings in this description are based on a Minter City Oil Mill deed bearing of S 43° 50'W along the centerline of the abandoned Illinois Central Gulf Railroad main tract along the north boundary of said oil mill tract. This is a measured solar bearing of S 43° 39'38"W.

Together with all grain bins and other improvements situated thereon.

There is also conveyed hereby to Grantee and Grantee's successors and assigns, non-exclusive easements which easements are described as follows:

EASEMENT NO. 1:

Description of a 0.07 acre tract for purposes of a driveway easement located in Section 28, Township 22 North, Range 1 West, Leflore County, Mississippi:

Begin at an iron pipe marking the northeast corner of said Section 28 and proceed SOUTH 1630.39 feet to a point, thence WEST 2163.85 feet to a point on the north boundary of a county paved road and the Point of Beginning of the tract herein described, from said Point of Beginning proceed N 38° 08'55"W 119.73 feet to a point, thence N 86° 33'13"W 43.49 feet to a point, thence S 75° 39'29"W 5.98 feet to a point, thence S 38° 08'55"E 24.30 feet to a point, thence S 86° 33'13"E 24.06 feet to a point, thence S 38° 08'55"E 110.27 feet to a point on the north boundary of said road, thence N 53° 12'49"E along the north boundary of said road 20.01 feet to the Point of Beginning. Bearings in this description are based on a Minter City Oil Mill deed bearing of S 43° 50'W along the centerline of the abandoned Illinois Central Gulf Railroad main tract along the north boundary of said oil mill tract. This is a measured solar bearing of S 43° 39'38"W.

DESCRIPTION OF A 0.06 ACRE TRACT OF LAND IN Leflore County, Mississippi, Section 28, Township 22 North, Range 1 West, Leflore County, Mississippi:

Begin at an iron pipe marking the northeast corner of said Section 28 and proceed SOUTH 1362.52 feet to a point, thence WEST 2628.61 feet to a point in the centerline of the abandoned Illinois Central Railroad main line track and the Point of Beginning of the tract herein described, from said Point of Beginning proceed S 43°50'00"W along said railroad centerline 10.09 feet to an iron pipe, thence S 53°58'48"E 184.14 feet to an iron pipe, thence S 50°34'42"E 60.07 feet to an iron pipe, thence S 58°57'45"E 93.04 feet to an iron pipe, thence N 49°55'17"E 23.03 feet to a point, thence S 75°39'29"W 16.56 feet to a point, thence N 8°57'45"W 883.13 feet to a point, thence N 50°34'42"W 59.64 feet to a point, thence N 53°58'48"W 183.07 feet to the Point of Beginning. Bearings in this description are based on a Minter City Oil Mill deed bearing of S 43°50'W along the centerline of the abandoned Illinois Central Gulf Railroad main track along the north boundary of said oil mill tract. This is a measured solar bearing of S 43°39'38"W.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACTS:

(1) Tract conveyed to Leflore County for Fire Station:

A part or parcel of Section 28, Township 22 North, Range 1 West, Leflore County, Mississippi and being more particularly described as follows:

Begin at an iron pipe marking the Northwest Corner of the Minter City Oil Mill property. Said point being located 1171.0 feet North and 268.1 feet East of the Point of Intersection of the East-West centerline of said Section 28, Township 22 North, Range 1 West, with the West bank of the Old Tallahatchie River; thence run Southeast along the Southern Boundary of the Minter City Oil Mill property for 277.00 feet to the Point of Beginning of the tract of land herein described; from said Point of Beginning thence run North 48° 17' 00" East for 15.00 feet to a point; thence run South 45° 51' 53" East for 10.00 feet to a point, thence run North 48° 17' 00" East for 55.00 feet to a point; thence run south 46° 17' 00" East for 171.24 feet to a point on the North side of a certain public road running along the West bank of the Tallahatchie River from Mississippi Highway No. 8 to the village of Minter City, Mississippi; thence run along the North side of said public road South 48° 14' 07" West for 71.25 feet to a point on the Southern Boundary of the Minter City Oil Mill property; thence run along said boundary North 45° 51' 53" West for 181.21 feet to the said Point of Beginning of herein described tract of land containing 0.28 acres.

(2) Tracts conveyed to Minter City Water & Sewer District for:

LAGOON SITE

A parcel of land containing 9.11 acres, more or less, located in the NW¼ of Section 28, Township 22 North, Range 1 West, Leflore County, Mississippi, and being described as follows:

Beginning at a ½" rebar that is 3,338.75 feet, more or less, and 1,094.74 feet east of the Southwest corner of said Section 28; thence run North 23° 40' 10" East for 379.16 feet to a ¾" iron pipe; thence run North 26° 56' 05" East for 280.69 feet to a ¾" iron pipe; thence run South 46° 27' 39" East for 846.37 feet to a ½" rebar; thence run South 44° 56' 25" West for 405.40 feet to a ½" rebar on the north right-of-way of Mississippi State Highway No. 8; thence run along said right-of-way on a curve to the left having a Delta angel of 09° 37' 28", a radius of 2,708.70 feet, and an arc length of 455.01 feet to an existing right-of-way marker; thence run North 01° 14' 06" East for 100.00 feet to a 3/8" rebar; thence run North 81° 05' 11" West for 180.00 feet to the said point of beginning.

A part of parcel 6 located in the NW 1/4 of Section 28, Township 22 North, Range 1 West, Leflore County, Mississippi, said parcel being described in a deed duly recorded in the records of the Chancery Clerk of Leflore County in Book 48 at pages 270-271, and said part being more particularly described as follows:

Beginning at a 1/2" rebar which lies 2448.43 feet more or less south, and 3114.54 feet more or less west, of the Northeast Corner of Section 28, Township 22 North, Range 1 West, Leflore County, Mississippi, thence run North 36 degrees 33 minutes 35 seconds East for a distance of 50.00 feet to a 1/2 " rebar, thence run South 62 degrees 21 minutes 55 seconds East for a distance of 50.00 feet to a 1/2" rebar, thence run South 36 degrees 33 minutes 35 seconds West for a distance of 50.00 feet to a 1/2" rebar, thence run North 62 degrees 21 minutes 55 seconds West for a distance of 50.00 feet to the Point of Beginning of herein described parcel of land, containing 0.0567 acres, more or less.

(3) Tract conveyed to Leflore County for water well and storage tank:

A tract or parcel of land containing 0.69 acre, in Section Twenty-eight (28), Township Twenty-two (22) North, Range One (1) West, Leflore County, Mississippi, described by metes and bounds as follows, to-wit:

Begin at an iron stake at the Northeast corner of Section 28, Township 22 North, Range 1 West in Leflore County, Mississippi and proceed North 52 degrees 40 minutes East for a distance of 76 feet; thence proceed North 31 degrees 0 minutes West for a distance of 999 feet to the center of the main track of the Yazoo and Mississippi Valley Railroad Company; thence proceed South 43 degrees 50 minutes West with the centerline of the said main railroad track and the centerline to the embankment constructed beyond the end of said main track for a distance of 4133 feet; thence proceed North 47 degrees 0 minutes West for a distance of 946 feet; thence proceed South 28 degrees 10 minutes West for a distance of 274 feet; thence proceed South 25 degrees 0 minutes West for a distance of 375 feet to the point of beginning of the tract herein described; from the said point of beginning proceed South 25 degrees 0 minutes East for a distance of 196 feet; thence proceed North 89 degrees 30 minutes East for a distance of 246 feet; thence proceed North for a distance of 100 feet; thence proceed North 65 degrees 0 minutes West for a distance of 180 feet to the point of beginning.