

COMMONWEALTH OF KENTUCKY
OWEN CIRCUIT COURT
CIVIL BRANCH
DIVISION 1
CIVIL ACTION NO. 24-CI-00180

COMMUNITY TRUST BANK, INC.

PLAINTIFF

vs.

COVENANCE GROUP LLC;
COVENANCE TECHNICAL LLC;
COVENANCE MANUFACTURING LLC;
CHARIS CONSULTING LLC;
AKORN FOOD AND BEVERAGE CONSULTING LLC;
BOWLING-HERALD ENTERPRISE LLC;
JILL E. COSTELOW;
TRACI D. KNUTSON;
SHEILA BOWLING-HERALD;
CHARLES D. HERALD;
HOPE LIVES PREGNANCY CENTER, INC.;
NORTHERN KENTUCKY COMMUNITY ACTION COMMISSION, INCORPORATED;
COMFORT & PROCESS SOLUTIONS, LLC D/B/A COMFORT & PROCESS SOLUTIONS;
COMMONWEALTH OF KENTUCKY, COUNTY OF OWEN;
CITY OF OWENTON, KENTUCKY;
UNKNOWN TENANTS, IF ANY,
970 US HIGHWAY 127, OWENTON, KENTUCKY

DEFENDANTS

and

YOSEMITE PROTEIN PRODUCTS, INC.

INTERVENING DEFENDANT

**JOINT MOTION FOR ENTRY OF AN ORDER APPROVING
THE SALE OF REAL PROPERTY AND FOR RELATED RELIEF**

NOTICE

The parties hereto will take notice that the following Motion for Summary Judgment will be heard by the Court at its regularly scheduled motion hour on **Tuesday, October 28, 2025 at 10:00 a.m.**, or as soon as counsel may be heard thereafter, in the Owen County Judicial Center, 401 S. Main Street, Owenton, Kentucky.

MOTION

Community Trust Bank, Inc. (“CTB”), by and through counsel, and Aurora Management Partners, Inc., as Court-appointed Receiver (the “Receiver”), hereby jointly move the Court for the entry of an order (i) approving the sale of the Property¹ through a marketed-sale process including a possible auction, if necessary, to the highest and best bidder and pursuant to the terms of the Stalking-Horse Contract (defined below); and (ii) authorizing the Receiver and CTB to take any and all steps necessary and/or appropriate to close the sale of the Property to the Winning Bidder (defined below) on the terms and conditions contained in the applicable APA. In support of this Motion, CTB and the Receiver respectfully state as follows:

BACKGROUND

1. As provided for in the Order Appointing Receiver, in relevant part, the Receiver was specifically authorized and directed to market and sell all or part of the Business Assets (as proposed, a “Proposed Sale”) and, specifically, to:

- a. “...market or engage a reputable brokerage company...to market the Business Assets for sale and/or lease and, sell the Business Assets subject to obtaining approval of the Court....”. Order Appointing Receiver, ¶ 3(j);
- b. “...(i) engage an investment banker or broker...to market some or all of the Business Assets for sale and/or (ii) enter into one or more transactions for the sale of some or all of the Business Assets subject to approval of this Court after notice to the Defendants and other lienholders of record.” Order Appointing Receiver, ¶ 12;
- c. “...to negotiate proposed sale terms with a buyer for some or all of the Business Assets...”. Order Appointing Receiver, ¶ 12(d); and
- d. “...The Receiver shall be allowed to sell property through public or private sale(s), upon prior written approval of CTB... free and clear of all liens, claims and encumbrances against the Business Assets,

¹ Terms not defined herein shall have the meanings given them in the Order Appointing Receiver and Granting Related Relief entered by the Court on March 20, 2025 (the “Order Appointing Receiver”).

and such liens, claims and encumbrances shall be transferred by operation of law to the proceeds of such sale in the same validity, priority and extent as existed immediately prior to such sale....". Order Appointing Receiver, ¶ 12(e).

2. As contemplated by the terms of the Order Appointing Receiver, on May 13, 2025, CTB and the Receiver jointly filed an Amended Joint Motion to Approve Receiver's Retention of Keen-Summit Capital Partners LLC as Broker and Real Estate Advisor and for Related Relief, wherein CTB and the Receiver sought Court approval of, among other things, the Receiver's retention Keen-Summit Capital Partners LLC and Global Food Properties, a division of CRESA Global (collectively, the "Broker") to pursue a Proposed Sale.

3. On May 20, 2025, the Court entered that certain Order Granting Amended Joint Motion to Approve Receiver's Retention of Keen-Summit Capital Partners LLC as Broker and Real Estate Advisor and for Related Relief (the "Broker Order").

MARKETING AND SALE PROCESS

4. In accordance with the Order Appointing Receiver and Broker Order, the Broker developed a marketing plan, to market and manage a Proposed Sale of the Business Assets. Since being engaged, the Broker has worked closely with the Receiver to formulate a marketing plan and has vigorously pursued the marketing of the Business Assets.

5. Initially, based on available knowledge and in the exercise of its business judgment, the Receiver, along with the Broker and CTB, believed that the highest and best price for the Business Assets could be achieved through a "going concern" sale of the Business Assets. In that vein, the Receiver operated and managed the Operations and the Business Assets, with the necessary funding support from CTB, with the intent of maintaining the Operations as a "going concern" at all times up to and including the closing of any Proposed Sale of the Business Assets to maximize value for the benefit of all creditors.

6. However, in or around September 2025, the Receiver and CTB, after consultation with the Broker, determined that, among other things, (i) the costs and expenses of maintaining the Operations as a “going concern” had far exceeded and would continue to far exceed the income that could be generated from maintaining the Operations as a going concern; and (ii) the potential difference in sale price for the Operations and Business Assets as a “going concern” as compared to a sale of the Property and Collateral was negligible and not worth the risk.

7. As a result, on or about September 17, 2025, the Receiver with the consent of CTB ceased the Operations and has thereafter worked to protect and preserve the Business Assets and otherwise comply with its obligations under the Order Appointing Receiver. See Notice of Cessation of Operation of Business Assets as a “Going Concern” filed with the Court on October 22, 2025.

8. After the cessation of Operations, the Receiver and Broker continued and have continued to market the Property for Sale. In fact, as a result of those efforts, on or about September 19, 2025, the Receiver entered into an Asset Purchase Agreement (the “Stalking-Horse Contract”) with AASS LLC (“AASS”) for the sale and purchase of the Property for a purchase price of \$1,248,880.00,² which is subject to higher and better bids as well as this Court’s approval. A true and correct copy of the Stalking-Horse Contract is attached hereto as Exhibit A and made a part hereof. In connection with the Stalking-Horse Contract, AASS LLC paid the 10.0% sale deposit in the amount of \$128,488.80.³

² The purchase price is subject to overbid protections, a reduction if no overbids are received, a “break-up” fee and other customary terms and conditions as more fully set forth in the Stalking-Horse Contract.

³ The deposit is being held by counsel for CTB in its client trust account.

9. Based on the Receiver's extensive experience, it is the Receiver's business judgment that entering into the Stalking Horse Contract while continuing to solicit higher and better bids is the best way to achieve the best possible outcome from this sale process, thus the reason the Stalking-Horse Contract specifies that it is subject to higher and better bids.

10. Consistent therewith thereafter and at various times, the Broker notified all parties with whom the Broker had had contact with regarding a sale of the Business Assets that the Receiver had entered into the Stalking-Horse Contract as part of its continuing efforts to solicit higher and better bids for the Property.

11. All parties known to the Receiver's Broker to be potentially interested in bidding on the Property have been advised that any qualified competing bid (a "Qualified Bid")⁴ must be delivered to the Broker by no later than October 17, 2025, subject to any allowed extensions granted in the Receiver's sole discretion (the "Overbid Deadline") as contemplated by Section 5.1 of the Stalking Horse Contract.

12. Any party who timely submits a Qualified Bid, or as otherwise accepted by the Receiver, will be qualified to participate in an auction which currently is scheduled to be held virtually on October 30, 2025, where the Broker will conduct an auction for the purchase of the Property (the "Auction").⁵ In the event there are no Qualified Bid(s) and/or after the Overbid Deadline and there is only one (1) acceptable bid (either (i) the Stalking Horse Contract or (ii) a

⁴ See generally Stalking Horse Contract, ¶ 5.1.

⁵ Based on the Stalking Horse Contract and most expressions of interest to date, it is currently expected that the Auction will be for the Property only. As a result, the Receiver has authorized CTB and hereby authorizes CTB to sell the Collateral (i.e. the personal property equipment) separately from the Property free and clear of liens pursuant to an auction conducted under Article 9 of the Uniform Commercial Code, KRS 355-9.101, *et seq.* (the "Article 9 Sale").

Qualified Bid after the Stalking Horse Contact chose to terminate its agreement), the Receiver may elect to cancel, postpone, or continue the Auction as it may determine in its business judgment.⁶

13. At the conclusion of the Auction, if necessary, the bidder with the highest or best bid, as determined in the Receiver's sole discretion, will be designated as the "Winning Bidder" and who will be compelled to close on a sale of the Property pursuant to the terms of an Asset Purchase Agreement substantially in the form of the Staking-Horse Contract (the Asset Purchase Agreement of the Winning Bidder, or Back-up Bidder (defined below) hereinafter referred to as the "APA"). The Receiver may also designate, in its discretion, the qualified bidder who submitted the second best bid as the "Back-up Bidder," with the understanding that if for any reason the Winning Bidder were to fail to close on the sale of the Property, the Back-up Bidder shall be authorized and obligated to close on its bid for the purchase of the Property.

14. In anticipation of the passing of the Overbid Deadline and possible Auction, this Motion has been filed now, in advance of the Auction, to seek and obtain the Court's approval of the terms of the Stalking-Horse Contract, the procedures related thereto and the Proposed Sale of the Property.

ARGUMENT

15. By this Motion, the Receiver seeks entry of an order, approving the sale of the Property to the Winning Bidder pursuant to the terms of the Stalking Horse Contract, free and clear of any and all liens, claims, encumbrances, and other interests as provided for in the Order Approving Receiver. The Receiver further seeks the Court's approval of the sale of the Property to the Back-up Bidder, if any, pursuant to the terms of the APA and in the event that the Winning

⁶ The Receiver and Broker reasonably believe that one or more overbid(s) for the Property will be received before, on or reasonably close to the Overbid Deadline, subject to the Receiver's approval of any such overbid as a Qualified Bid.

Bidder were to fail for any reason to close on the sale of the Property pursuant to the terms of the APA.

16. As more fully set forth above, this Court's Order Appointing Receiver authorized and directed the Receiver to market the Property for sale. See Order Appointing Receiver, ¶¶ 3(j), 12.

17. The Receiver and Broker have engaged in a robust marketing and sale process that has been well conceived and sufficiently thorough to generate interest from parties who potentially would be interested in the purchase of the Business Assets and, in particular, the Property.⁷ The Receiver therefore believes the Stalking-Horse Contract, APA, Qualified Bid, Overbid Deadline and Auction process, if necessary, will result in a purchase price that reasonably reflects the fair value of the Property to be sold, considering all of the circumstances. The Receiver also believes that the Stalking-Horse Contract, APA, Qualified Bid, Overbid Deadline and Auction process, if necessary, was and is structured to create an opportunity for competitive bidding and with additional extensive marketing efforts undertaken to ensure that potential buyers are given an ample opportunity to submit a Qualified Bid for the Property.

16. In circumstances similar to those in this Receivership case, Federal Bankruptcy Courts typically consider the following four factors in determining whether to approve a proposed sale under Title 11 of the United States Code (the Bankruptcy Code):

- i. whether a sound business justification exists for the sale;
- ii. whether a process was employed to "...market or engage a reputable brokerage company...to market the given to interested parties;

⁷ As of the date hereof, the Receiver and Broker have not received any acceptable offer for all of the Business Assets and, therefore, are pursuing a sale of the Property and Collateral separately as generally outlined herein.

- iii. whether the sale will produce a fair and reasonable price for the property; and
- iv. whether the parties have acted in good faith.

In re Delaware & Hudson Ry. Co., 124 B.R. 169, 176 (D. Del. 1991).

17. The sale process utilized herein and as generally described above would more than satisfy the factors generally applied by Federal Bankruptcy Courts, including the “business judgment rule.” *See generally In re ES2 Sports & Leisure, LLC*, 544 B.R. 833, 846 (Bankr. M.D.N.C. 2015); *F.D.I.C. ex rel. Co-op. Ban v. Rippy*, 799 F.3d 301, 312 (4th Cir. 2015).

18. In addition, under applicable Kentucky law, a company’s board of directors (the Receiver, in this case) is presumed to have acted on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the company. *See, e.g., In re Bullitt Utilities, Inc.*, 614 B.R. 676, 682 (Bankr. W.D. Ky. 2020). This standard, widely known as the “business judgment rule,” serves to shield directors from liability absent instances of self-dealing or bad faith. *See In re ES2 Sports & Leisure, LLC*, 544 B.R. 833, 846 (Bankr. M.D.N.C. 2015); *F.D.I.C. ex rel. Co-op. Ban v. Rippy*, 799 F.3d 301, 312 (4th Cir. 2015) (“The business judgment rule operates primarily as a rule of evidence or judicial review and creates, first, an initial evidentiary presumption that in making a decision the directors acted with due care (i.e., on an informed basis) and in good faith in the honest belief that their action was in the best interest of the corporation, and second, absent rebuttal of the initial presumption, a powerful substantive presumption that a decision by a loyal and informed board will not be overturned by a court unless it cannot be attributed to any rational business purpose.”) (internal references omitted).

19. Ultimately, as the Court and the parties are aware, the Business Assets are no longer being operated as a “going concern” and no business or Operations are being conducted at or in the Property. In addition, the Receiver after consultation with the Broker and the consent of CTB

has determined that the fair market value of the Business Assets is dwarfed by the amounts owed to the Defendants' primary secured lender CTB (well in excess of \$8.0 million) with liens on all of the Business Assets. As a result, these circumstances constitute a sound business purpose for the sale of the Property.

20. CTB and the Receiver further requests that this Court include a finding that the Winning Bidder is a "good faith purchaser for value" under applicable law. In the event that the Winning Bidder fails for any reason to close on the sale, the Receiver asks this Court to make a further finding that the Back-up Bidder also is a "good faith purchaser for value" on the same grounds as the Winning Bidder.

21. Under applicable law, "a 'good faith purchaser for value' can be defined as one who takes by purchase getting sufficient consideration to support a simple contract, and who is honest in the transaction of the purchase." See United Road Machinery Co. v. Jasper, 568 S.W.2d 242, 244 (Ky. App. 1978). In this instance, CTB and the Receiver believe that AASS at all times has acted in good faith, without any collusion or inappropriate conduct, and that any other party that may become the Winning Bidder will also have at all times acted in good faith, given the structure of the sale process. AASS is not affiliated or related in any way to any of the Defendants or their members or officers. CTB and the Receiver therefore request that this Court include a finding that the Winning Bidder is a "good faith purchaser for value" under applicable law. In the event that the Winning Bidder fails for any reason to close on the sale in accordance with the Sale Order, CTB and the Receiver asks this Court to make a further finding that the Back-up Bidder also is a "good faith purchaser for value" on the same grounds as the Winning Bidder.

22. In addition and to facilitate the sale of the Property and to realize its fair value, it is necessary to sell the Property free and clear of all liens, claims, and encumbrances.

23. It should be noted that pursuant to the Stalking-Horse Contract, the Property is being sold and purchased subject to the Leases (as defined in the Stalking-Horse Contract – the leases with Hope Lives Pregnancy Center, Inc. and Northern Kentucky Community Action Commission, Incorporated). *See* Stalking-Horse Contract, Sections 1.6, 1.8 and 1.10 and Exhibit B. The Receiver and CTB are otherwise informed and believe that based on recent title examinations regarding the Property, all parties who may claim an interest in the Property – i.e. CTB, Covenant Group LLC and Comfort and Process Solutions, LLC d/b/a Comfort & Process Solutions – are before the Court and have consented to the sale process as generally described herein.

24. CTB and the Receiver are unaware of any other parties that have asserted liens on the Property.

25. Finally, in the event of any dispute with respect to the distribution of the net sale proceeds from the sale of the Property, the Receiver requests that the Court order (i) that all liens and security interests at issue attach to the sale proceeds received by the Receiver in the same order of priority, and with the same validity and extent, as each such lien had as of the date of the filing of the Complaint, subject to the rights and defenses, if any, of the Receiver and any party-in-interest with respect thereto; (ii) that any portion of the net sale proceeds that are not in dispute be distributed to the creditor in partial satisfaction of the respective lien(s) and security interests(s); and (iii) that in the event of any such dispute, only that portion of the net sale proceeds subject to dispute be held in escrow until such time as any such disputes are resolved.

26. CTB has advised the Receiver that it consents to the sale of the Property, subject to CTB receiving the net sale proceeds available at closing and to the extent not in dispute.

CONCLUSION

WHEREFORE, CTB and the Receiver respectfully request that the Court enter an Order (i) approving the sale of the Property to the Winning Bidder (or, alternatively, the Back-up Bidder), free of any and all liens, claims and encumbrances, on the terms and conditions generally set forth in the APA; (ii) authorizing the Receiver to pay the Broker the agreed Broker's fee⁸ as approved by the Court pursuant to the Broker Order at closing of the sale of the Property and to pay such other costs, expenses and obligations to be paid by Seller under the APA; (iii) in the event of any dispute with respect to the validity, priority and extent of any lien asserted on the Property, authorizing the Receiver and/or CTB to retain in escrow the portion of the net sale proceeds subject to any such dispute, with all such liens at issue to attach to the net sale proceeds in dispute with the same validity, priority, and extent that any such liens had as of the filing of the Complaint; (iv) to disburse the net proceeds of the sale of the Property not in dispute to CTB; (v) authorizing the Receiver to consent to the sale of the Collateral by CTB pursuant to the Article 9 Sale; and (vi) granting the Receiver such other and further relief as is appropriate under the circumstances.

Respectfully submitted,

DINSMORE & SHOHL LLP

/s/ Martin B. Tucker

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Attorneys for Plaintiff, Community Trust Bank, Inc.

⁸ See generally Broker Order.

HAVE SEEN AND AGREED:

AURORA MANAGEMENT PARTNERS, INC.

/s/ Laura Kendall

Senior Managing Director

184F6D76-FD24-4487-A7A5-1DC8AFBAEF9E : 000012 of 000045

MOT : 000012 of 000038

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Notice of Service was served upon the following parties by the Court's electronic notification and/or mailing same, first class, postage pre-paid, on October 20, 2025, to:

Covenant Group LLC
c/o Jill Costelow, Registered Agent
970 Highway 127 N
Owenton, KY 40359

Covenant Manufacturing LLC
c/o Jill Costelow, Registered Agent
970 Highway 127 N
Owenton, KY 40359

Covenant Technical LLC
c/o Jill Costelow, Registered Agent
970 Highway 127 N
Owenton, KY 40359

Dean A. Langdon, Esq.
Delcotto Law Group PLLC
200 North Upper Street
Lexington, KY 40507
Attorney for Defendants, Charis Consulting LLC, Akorn Food and Beverage Consulting LLC, Jill E. Costelow and Traci D. Knutson

Michael B. Baker, Esq.
The Baker Firm, PLLC
301 W. Pike Street
Covington, KY 41011
Attorney for Defendants, Bowling-Herald Enterprise LLC, Sheila Bowling-Herald, and Charles D. Herald

Mitzy L. Ford, Esq.
400 Holbrook Street
Owenton, Kentucky 40359
Attorney for Defendant, City of Owenton, Kentucky

HOPE LIVES PREGNANCY CENTER, INC.

c/o Kelli Carper, Registered Agent
1535 Richwood Road
Walton, Kentucky 41094
Defendant

NORTHERN KENTUCKY COMMUNITY ACTION COMMISSION, INCORPORATED
c/o Catrena Bowman, Registered Agent
717 Madison Avenue
Covington, Kentucky 41011
Defendant

Jean M. Terry, Esq.
Angelo D. DiBartolomeo, Esq.
Manion Stigger, LLP
500 W. Jefferson Street, Suite 1610
Louisville, Kentucky 40202
Attorney for Defendant, Comfort & Process Solutions, LLC, d/b/a Comfort & Process Solutions

COMMONWEALTH OF KENTUCKY,
COUNTY OF OWEN
c/o County Attorney
100 N. Thomas St.
Owenton, Kentucky 40359
Defendant

Todd M. Spurgeon, Esq.
Spurgeon Law Firm, PLLC
P.O. Box 37
Owenton, Kentucky 40359
Warning Order Attorney for Unknown Tenants, if any, of 970 US Hwy 127

Owen Circuit Judge's Copy to:
Judge R. Leslie Knight
Grant County Judicial Center
224 South Main Street
Williamstown, KY 41097

Pete W. Whaley, Esq.
1300 N. Main Street
Williamstown, Kentucky 41097
*Attorney for Intervening Defendant,
Yosemite Protein Products, Inc.*

/s/ Martin B. Tucker
*Attorney for Plaintiff,
Community Trust Bank, Inc.*

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EXHIBIT A

184F6D76-FD24-4487-A7A5-1DC8AFBAEF9E : 000015 of 000045

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THIS ASSET PURCHASE AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of September, 2025, by and between **COVENANCE GROUP LLC, COVENANCE MANUFACTURING LLC AND COVENANCE TECHNICAL LLC** (collectively, “Seller”), through its Court-appointed Receiver, **AURORA MANAGEMENT PARTNERS, INC.** (the “Receiver”), and **AASS LLC**, a Kentucky limited liability company (“Purchaser”). Purchaser and Seller shall each be referred to herein as a “Party” and collectively as the “Parties”.

RECITALS:

A. By an Order Appointing Receiver entered on March 20, 2025 (the “Receivership Order”), the Receiver was appointed by the Owen County, Kentucky Circuit Court (the “Receivership Court”) to serve as Receiver in the case styled *Community Trust Bank, Inc. v. Covenant Group LLC, et al.*, Case No. 25-CI-00180 (the “Receivership Case”).

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain of the assets of Seller referred to herein as the Purchased Assets (defined below), upon the terms and subject to the conditions set forth herein.

C. The Receiver has determined, in its business judgment and following consultation with its advisor(s) including, but not limited to, its broker(s) Keen-Summit Capital Partners LLC (the “Broker”) and CRESA Global, and after consideration of available alternatives, that a sale of the Purchased Assets to Purchaser in accordance with the terms and conditions of this Agreement is in the best interest of the Seller and the receivership estate created by virtue of the Receivership Case and is the best way for the Receiver to fulfill its duties under the Receivership Order.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

ARTICLE I **DEFINITIONS**

Capitalized terms used herein shall have the meanings ascribed to them in this Article I unless such terms are defined elsewhere in this Agreement.

1.1 Closing: means consummation of the transactions contemplated by this Agreement, including the sale of Purchased Assets to Purchaser.

1.2 Effective Time: means 12:01 a.m. prevailing Eastern Time on the Closing Date.

1.3 Final Order: means an Order entered by the Receivership Court in the Receivership

Case as to which no review, rehearing, appeal, or certiorari proceeding is pending, and as to which the time in which to seek review or rehearing or to file notice of appeal or petition for certiorari has expired, or as to which any such right has been waived, and which has not been reversed, modified, amended, or stayed, and is thus conclusive as to all matters adjudicated thereby and is in full force and effect.

1.4 Improvements: means all buildings, structures, fixtures and other improvements now or hereafter located on, over and under the Land including, without limitation, all irrigation and water control systems, utility lines and related fixtures and improvements, drainage facilities, landscaping, fencing, signs, roadways, walkways and parking facilities.

1.5 Land: means those certain tracts of land or parcels of real property, located in Owen County, Commonwealth of Kentucky, the description of which is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

1.6 Leases: means (i) that certain Lease dated February 28, 2024 with Hope Lives Pregnancy Center, Inc.; and (ii) that certain Lease dated February 28, 2024 with Northern Kentucky Community Action Commission, Incorporated dated September 30, 2023.

1.7 Operative Documents: means this Agreement and all other documents executed and delivered by Seller and/or Purchaser at Closing.

1.8 Purchased Assets: means Seller's rights, title, and interests in and to the Real Property.

1.9 Purchase Price: shall have the meaning given to it in Section 3.1 hereof.

1.10 Real Property: shall have the meaning given to it in Exhibit B hereof.

1.11 Sale Order: shall mean an Order of the Receivership Court approving the sale of the Purchased Assets to the Purchaser in accordance with the terms and conditions of this Agreement.

ARTICLE II

SALE AND PURCHASE OF THE PURCHASED ASSETS

2.1 Sale and Purchase of the Purchased Assets. Subject to all of the terms and conditions of this Agreement and in reliance upon the representations and warranties contained herein, at the Closing, Seller shall sell, transfer and deliver to Purchaser all of Seller's rights, title and interest in the Purchased Assets, free and clear of any encumbrances, liens or claims, other than easements, rights in favor of utilities and governmental entities and other similar encumbrances on title. The Purchased Assets shall be conveyed "**AS IS**", "**WHERE IS**" and "**WITH ALL FAULTS**" without any warranty, whether expressed or implied, including but not limited to, any warranty of merchantability, fitness for a particular purpose or otherwise as more fully set forth in Section 11.1 hereof.

2.2 Excluded Assets. Other than the Purchased Assets, all other assets of Seller including all personal property, non-fixtures located at or in the Land and Real Property are being retained by or for the benefit of Seller, will be removed by Seller prior to the Closing and are not being sold to Purchaser under this Agreement.

2.3 Assumption of Liabilities. At the Closing, Purchaser shall not assume, or in any way be responsible or liable for, any liability, obligation, claim or expense of Seller. On the terms and subject to the conditions and limitations set forth in this Agreement, at the Closing and effective as of the Closing, Purchaser shall timely perform and discharge in accordance with their respective terms, all liabilities incurred by Purchaser arising out of Purchaser's ownership, use or occupancy of the Purchased Assets after the Closing Date for events which take place after the Closing Date.

ARTICLE III **PURCHASE PRICE**

3.1 Purchase Price. The consideration to be paid for the Purchased Assets by Purchaser to Seller at the Closing shall be via wire transfer of good and collected funds in the amount of One Million, Two-Hundred Forty-Eight Thousand, Eight-Hundred Eighty and No/00 Dollars (\$1,248,880.00) (the "Purchase Price"). The Seller and Purchaser acknowledge that Seller will open the sale of this property to additional bids. In the event that Seller receives no higher bids, then Purchaser shall receive a reduction of the Purchase Price in the amount of One Hundred Thousand and No/00 dollars (\$100,000.00), for a final purchase price of \$1,148,880.00.

3.2 Manner of Payment. Purchaser shall pay to Seller the Purchase Price as follows:

(a) A deposit equal to ten percent (10%) of the Purchase Price, more specifically the amount of One-Hundred Twenty-Four Thousand Eight Hundred Eighty-Eight and No/00 Dollars (\$124,888.00) (the "Deposit"), shall be paid by Purchaser to Receiver or such third-party as may be designated by Receiver, in cash via wire transfer of immediately available funds upon the mutual execution of this Agreement by Receiver and Purchaser. Effective immediately upon initiation of transfer of the Deposit by Purchaser, the Deposit shall release to the Receiver for the benefit of the Receivership Case immediately, and is thereafter non-refundable whether or not Purchaser closes; subject only to the terms of Section 5.1(d) and 9.3(d) below.

(b) At Closing, Purchaser shall further deliver to Receiver the sum of One Million Twenty-Three Thousand Nine Hundred Ninety-Two and No/00 Dollars (\$1,023,992.00) in cash via wire transfer of immediately available funds, which together with the Deposit represents the Purchase Price (the "Closing Payment").

3.3 *Intentionally deleted.*

ARTICLE IV **INTENTIONALLY DELETED**

PROCEDURES FOR BIDDING AND RECEIVERSHIP COURT APPROVAL

5.1 Agreement and Further Bidding Procedures. From and after the date hereof, Seller and/or Purchaser, in each case as indicated below, covenant and agree as follows (in each case, to the extent not already performed as of the date hereof):

(a) As promptly as practicable after the execution of this Agreement, Seller shall issue a notice to those parties whom Seller, in its discretion, has determined to be potentially qualified prospective bidders, that Seller has signed this Agreement. The notice shall set a deadline of twenty-one (21) days from the date of execution of this Agreement (the “Overbid Deadline”) for the submission of overbids for the Purchased Assets (an “Overbid”). To be qualified as an Overbid, any such bid shall be no less than One-hundred Twenty-Five thousand and No/00 Dollars (\$125,000.00) higher than the Purchase Price set forth in this Agreement and shall have terms that are acceptable in all respects to the Receiver, in its sole discretion.

(b) In the event that Seller receives one or more Overbids which Receiver, in its sole discretion, determines to be a qualified Overbid, the Receiver shall schedule an auction via Zoom or similar videoconferencing platform for October 23, 2025, or such other date as the Receiver may determine in its sole discretion (the “Auction”), which Auction may be cancelled and/or continued from time to time in Receiver’s sole discretion, with open bidding to be conducted by the Seller’s Broker during which all bidders who have timely submitted Overbids and the Purchaser shall be permitted to submit higher and better bids.

(c) At the conclusion of the Auction, the Receiver shall select the winning bid based on the Receiver’s determination, in its sole discretion, of which bid is the highest or best bid. The Receiver also may select, in the Receiver’s sole discretion, the second best bid, which shall be designated as the “Back-up Bidder”, with the understanding that if for any reason the winning bidder were to fail to close as required by the applicable purchase agreement approved by the Receivership Court, the Back-up Bidder shall be authorized and obligated to close on its bid for the purchase of the Purchased Assets approved by the Receivership Court.

(d) In the event that Purchaser’s bid at the Auction is not selected as the highest or best bid and Purchaser is not selected as the Back-up Bidder, Purchaser shall have the right and option, in its sole discretion, to terminate this Agreement by giving notice thereof, and Seller shall (i) cause Broker to promptly return the Deposit to Purchaser and (ii) pay to Purchaser a Twenty-Five Thousand Dollar (\$25,000.00) “contract cancellation fee” from the proceeds received by Receiver after conclusion of a Closing (a “Cancellation Fee”). In the event that Purchaser is selected as the Back-Up Bidder, but closing is held by Seller with highest or best bidder, Receiver shall (i) cause Broker to promptly return the Deposit to Purchaser and (ii) pay to Purchaser a Cancellation Fee from the proceeds received by Receiver after conclusion of a Closing.

(e) *Intentionally deleted.*

(f) Notwithstanding any of the provisions set forth in 5.1(b), (c), and (d) above, Receiver shall reserve the right, in its sole discretion, to terminate the bidding process and accept

Filed 24-CI-00180 10/20/2025 Margaret Forsee, Owen Circuit Clerk
a revised purchase offer from Purchaser substantially similar to this Agreement with amendments that (i) eliminate all conditions for Purchaser's obligations to close other than entry of a Final Order by the Receivership Court approving the Agreement as amended, and (ii) increases the Purchase Price so substantially that the Receiver, in its sole discretion, determines that it is in the best interest of creditors of the Seller to accept Purchaser's amended purchase offer (a "Preemptive Amended Purchase Agreement").

5.2 Receivership Court Approval. Promptly after the conclusion of the Auction, in the event that the Receiver receives no timely Overbids, or the Receiver agrees to and executes a Preemptive Amended Purchase Agreement with Purchaser, the Receiver shall take the actions necessary to promptly and diligently pursue Receivership Court approval of the purchase agreement the Receiver determines to be the highest or best bid in the event an Auction is held, or this Agreement or such Preemptive Amended Purchase Agreement, as the case may be. To ensure that a hearing on approval of this Agreement is held and Receivership Court approval is obtained in time for Closing to occur prior to the Outside Date, the Receiver will file a motion for approval of the sale of the Purchased Assets consistent with the terms of this Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Status and Authority. Seller has all requisite power and authority to execute and deliver this Agreement and the other Operative Documents and to perform its obligations hereunder and thereunder, all subject to the approval of the Receivership Court by entry of one or more order(s) including, but not limited to, a Sale Order and such other and further order(s) as may be determined as necessary and/or appropriate by the Receiver and/or the Receivership Court.

6.2 Enforceability. The Operative Documents, when executed and delivered, shall constitute legal, valid and binding obligations of Seller enforceable in accordance with their terms and conditions, subject to the approval of the Receivership Court by entry of a Sale Order.

6.3 **LIMITATIONS ON REPRESENTATIONS AND WARRANTIES. EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS AND WARRANTIES OF THE SELLER IN THIS AGREEMENT, THE PURCHASER ACKNOWLEDGES THAT (A) THE SELLER HAS NOT MADE AND THE SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND THE PURCHASER HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, AND (B) THE SELLER EXPRESSLY DISCLAIMS, AND THE PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL LIABILITY AND RESPONSIBILITY OF THE SELLER FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO THE PURCHASER OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ANY SUCH PERSON BY A MEMBER OF THE SELLER'S AGENTS, CONSULTANTS OR REPRESENTATIVES).**

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE SELLER IN THIS AGREEMENT AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SELLER EXPRESSLY DISCLAIMS AND NEGATES, AND THE PURCHASER HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, AS TO ANY OF THE FOLLOWING: (A) THE ACCURACY, COMPLETENESS OR MATERIALITY OF RECORDS, INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO THE PURCHASER BY OR ON BEHALF OF THE SELLER; (B) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT RELATING TO THE PURCHASED ASSETS; (C) ANY ESTIMATES OF THE VALUE OF, OR FUTURE REVENUES GENERATED BY, THE PURCHASED ASSETS; (D) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (E) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW; AND (F) THE ENVIRONMENTAL OR OTHER CONDITION OF THE PURCHASED ASSETS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF SUBSTANCES, WASTES OR MATERIALS INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR HEALTH. IT IS THE EXPRESS INTENTION OF THE PURCHASER AND THE SELLER THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE SELLER IN THIS AGREEMENT, THE PURCHASED ASSETS ARE BEING ACCEPTED BY THE PURCHASER "AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS" AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND THE PURCHASER HAS MADE OR WILL MAKE SUCH INSPECTIONS AS THE PURCHASER DEEMS APPROPRIATE.

THE SELLER AND THE PURCHASER AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION 6.3 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY SUCH APPLICABLE LAW.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF PURCHASER

7.1 Status and Authority. Purchaser has all requisite power and authority to execute and deliver this Agreement and the other Operative Documents and to perform its obligations hereunder and thereunder, and the execution, delivery and performance of this Agreement and the other Operative Documents have been duly authorized by all necessary action on the part of Purchaser.

7.2 Enforceability. The Operative Documents, when executed and delivered, shall constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their terms.

7.3 Ability to Perform. Purchaser shall have at the date of execution of this Agreement

7.4 Broker. Purchaser hereby represents that, except for Broker which was retained by Seller, it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection with the transactions contemplated by this Agreement. Seller will pay Broker at Closing a commission pursuant to a separate agreement.

7.5 Survival. The representations and warranties contained in this Agreement by the Parties are true, correct and complete and shall be deemed remade by each Party as of the Closing with the same force and effect as if made at that time. The representations and warranties of the Parties set forth in this Agreement, as well as the right and ability of the Parties to enforce the same, shall survive Closing.

ARTICLE VIII **COVENANTS OF PURCHASER**

8.1 Confidentiality. Purchaser hereby agrees that all financial and other information received from or communicated by Seller to it or its employees or representatives shall be used only in connection with the acquisition of the Purchased Assets pursuant to this Agreement. Purchaser shall take such steps as are reasonably appropriate to preclude the disclosure of such information by Purchaser or any of its employees or representatives or the use of such information other than to effect the Closing. In the event this Agreement is terminated prior to Closing without effecting the sale of the Purchased Assets, Purchaser shall return all such information and copies thereof to Seller. The obligations set forth in this Section shall survive the termination of this Agreement. Notwithstanding anything to the contrary, if this Agreement is terminated, then in such event upon the return of all information and copies thereof to Seller, all other obligations of Purchaser as set forth in this Section shall be terminated.

ARTICLE IX **CONDITIONS PRECEDENT; TERMINATION**

9.1 Conditions to Obligations of Seller. The Closing of the transaction contemplated pursuant to this Agreement and Seller's obligation to convey the Purchased Assets are subject to satisfaction, prior to the Closing Date, of all of the following conditions, each of which is for the benefit of Seller and may be waived by Seller in its sole discretion:

(a) Sale Order. The Sale Order shall have been entered by the Receivership Court in the Receivership Case and shall have become a Final Order;

(b) Representation and Warranties of Purchaser. The representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing with the same effect as though made at and as of the Closing;

(c) Performance of Obligations. Purchaser shall have duly performed and complied in all respects with all agreements contained herein required to be performed or complied

(d) Actions at Closing. Purchaser shall have taken all actions required to be taken by it at the Closing pursuant to this Agreement; and

(e) Outside Date. Closing shall have been completed by the later of (1) November 28, 2025, (2) the third business day following the date on which the Sale Order becomes a Final Order, and (3) such later date to which the Parties may agree in writing (the "Outside Date").

9.2 Conditions to Obligations of Purchaser. The Closing of the transaction contemplated pursuant to this Agreement and Purchaser's obligation to purchase the Purchased Assets are subject to satisfaction, prior to the Closing Date, of all of the following conditions, each of which is for the benefit of Purchaser and may be waived by Purchaser in its sole discretion:

(a) Representations, Warranties and Covenants True. All of the representations, warranties and covenants of Seller set forth in this Agreement shall be true and correct in all material respects on the Closing Date as though made at the time of the Closing;

(b) Performance of Obligations. Seller shall have duly performed and complied in all respects with all agreements contained herein required to be performed or complied with by Seller at or before the Closing;

(c) Sale Order. The Sale Order shall have been entered by the Receivership Court in the Receivership Case and shall have become a Final Order; provided, that in the event that the Sale Order is not a Final Order by November 28, 2025 due to, among other things, the pendency of an appeal that if successful would affect the sale of the Purchased Assets to Purchaser for the Purchase Price free and clear of all liens, claims and interests, the Purchaser shall have the option, in its sole discretion, to terminate this Agreement, in which event Seller shall direct the Broker to promptly return the Deposit to Purchaser.

(d) Actions at Closing. Seller shall have taken all actions required to be taken by it at the Closing pursuant to this Agreement; and

(e) Occurrence of Closing. Closing shall have occurred by the Outside Date.

9.3 Termination. Notwithstanding anything contained herein to the contrary, this Agreement and the transaction contemplated hereby may be terminated as follows:

(a) By mutual written agreement of Purchaser and Seller;

(b) If Purchaser, on the one hand, or Seller, on the other hand, materially breaches or defaults in the full and timely performance and satisfaction of any of its representations, warranties, covenants or obligations under this Agreement, and such breach or default is not cured on or before the fifth (5th) business day after the date written notice is given by the non-defaulting Party to the defaulting Party specifying the nature of such breach or default,

then the non-defaulting Party may terminate this Agreement immediately upon notice to the defaulting Party; or

(c) If any of the conditions set forth in Section 9.1 hereof are not satisfied on or before the Closing Date, then Seller may terminate this Agreement by providing Purchaser with notice thereof; or

(d) If any of the conditions set forth in Section 9.2 hereof are not satisfied on or before the Closing Date, then Purchaser may terminate this Agreement by providing Seller with notice thereof.

9.4 Remedies Upon Termination

(a) Seller's Remedies. In the event Seller tenders full performance of all of its obligations hereunder and this Agreement is terminated by Seller pursuant to Section 9.3(b) or Section 9.3(c) above, Seller may retain the Deposit as liquidated damages in lieu of all other damages and remedies available to them at law or in equity. Purchaser will be entitled to a return of its deposit in all circumstances under which this Agreement is terminated except in the event that Purchaser breaches this Agreement and that breach remains uncured after an opportunity to cure. The Parties acknowledge that it is not possible at this time to calculate or determine the damages that Seller might incur should Purchaser default under this Agreement. Purchaser and Seller agree that the retention of the Deposit as liquidated damages is fair and reasonable, should this Agreement be terminated pursuant to Section 9.3(b) or Section 9.3(c) hereof.

(b) Purchaser's Remedies. In the event Purchaser tenders performance of all of its duties and obligations hereunder and this Agreement is terminated by Purchaser pursuant to Section 9.3(b) or Section 9.3(d) above, then Purchaser's remedy shall be to direct Seller to cause Seller's Broker to promptly return the Deposit to Purchaser, and in the event Seller completes closing of the sale of the Purchased Assets to another bidder, upon closing of such sale Seller shall reimburse Purchaser for all reasonable fees and expenses incurred by Purchaser in the negotiation and performance of its due diligence in regard to this Agreement up to the maximum amount of Twenty Five Thousand Dollars (\$25,000.00). Seller's obligation under this Paragraph 9.4(b) shall survive Purchaser's termination of the Agreement.

(c) Return of Deposit. If Purchaser and Seller terminate this Agreement pursuant to Section 9.3(a) or if Purchaser terminates this Agreement pursuant to Section 9.3(b) or Section 9.3(d), Seller shall cause Seller's Broker to promptly return the Deposit to Purchaser and neither Party shall have any further obligations to the other.

ARTICLE X **CLOSING**

10.1 Closing. Time is of the essence for performance of the obligations under this Agreement. The Closing shall take place remotely on the date that is no later than the Outside Date, unless another time, date and place is agreed to in writing by the Parties (the "Closing Date"). At the Closing, the following events shall occur as of the Effective Time, each of the events being

(a) Seller shall execute and deliver to Purchaser (i) a special warranty deed conveying title to the Land, Real Property and Improvements to Purchaser, which shall be in form and substance reasonably satisfactory to Purchaser.

(b) The Deposit shall be released by the Broker to Seller.

(c) Purchaser shall pay the Closing Payment due to Seller in good and collected funds. Such payment shall be made by wire transfer in lawful money of the United States of America in good and collected funds to an account of Seller as designated by Seller on or prior to the Closing Date.

(d) The Closing shall be effective as of the Effective Time.

10.2 Prorations. The following prorations shall be made between Seller and Purchaser on the Closing, computed effective as of the Closing:

(a) Real Property Taxes. All general and special real estate taxes and assessments based on the regular tax bill for the current fiscal year (or, if such tax bill has not been issued as of the date of Closing, the regular tax bill for the fiscal year preceding the current fiscal year) shall be prorated between the Parties at the Closing, on a calendar year basis. In the event such assessment cannot be completed by the Closing, general and special real estate taxes and assessments shall be prorated based upon Seller's and Purchaser's written apportionment statement. In preparing such written apportionment statement, Seller and Purchaser shall apportion said taxes by such reasonable basis as may be mutually agreeable to Purchaser and Seller. Notwithstanding the foregoing, all accrued and/or unpaid real property taxes and assessments including, without limitation, any supplemental tax bills or assessments, with respect to the Real Property which arise, accrue and/or relate to any time period prior to the Closing shall be the responsibility of Seller. Any supplemental tax bills or assessments with respect to the Real Property which arise, accrue and/or relate to the Closing or any time period after the Closing shall be the responsibility of the Purchaser.

(b) *Intentionally deleted.*

(c) Sales Taxes. Purchaser shall bear, be responsible for and shall pay for, all sales and use taxes arising out of the sale and transfer by Seller to Purchaser of the Purchased Assets, if any. Seller shall be responsible for and pay for all sales and use taxes incurred prior to the Closing.

(d) Utility Charges. All utility charges applicable to the Real Property shall be prorated between Seller and Purchaser as of the Closing, pursuant to final meter readings. Seller shall be entitled to receive all utility deposits or receive a credit for same at Closing.

(e) Other Payables and Receivables. All account payables and account receivables relating to the operation of the Property prior to the Closing and not otherwise provided

(f) Delinquent Revenues. Seller retains the right to recover all accrued and unpaid amounts that Seller is entitled to receive pursuant to this Section 10.2 up to and through the Closing (the “Delinquent Revenues”), including, without limitation, the right to pursue a claim for such amounts against any member and/or third party responsible for payment of such amounts. Without limiting the foregoing, in the event Purchaser receives any Delinquent Revenues, Purchaser hereby agrees to remit the same to Seller within thirty (30) calendar days of Purchaser’s receipt thereof. Purchaser may not waive any Delinquent Revenues, nor modify or reduce any Delinquent Revenues which are owed thereunder, for any period in which Seller are entitled to receive such charges or amounts, without first obtaining Seller’s prior written consent. Purchaser shall reasonably cooperate with Seller to enforce the provisions of any Delinquent Revenues which require the third parties to pay to Seller such Delinquent Revenues.

ARTICLE XI **MISCELLANEOUS**

11.1 Seller’s Disclaimer. **EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE TITLE, MAINTENANCE, REPAIR, CONDITION, DESIGN OR MARKETABILITY OF THE PURCHASED ASSETS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO THE PURCHASED ASSETS. IT IS THE EXPRESS INTENTION OF SELLER AND PURCHASER THAT THE PURCHASED ASSETS SHALL BE CONVEYED AND TRANSFERRED TO PURCHASER IN THEIR PRESENT CONDITION AND STATE OF REPAIR OR EXISTENCE, “AS IS”, “WHERE IS,” AND “WITH ALL FAULTS.”** Purchaser hereby waives each and every claim for recovery against the Seller for any and all loss or damage or cost to the Purchaser or to the Purchased Assets arising from or relating to, in whole or in part, the sale of the Purchased Assets as contemplated hereunder.

11.2 Risk of Loss. Seller shall maintain the Purchased Assets substantially in their current condition as of the date of execution of this Agreement. All risk of loss or damage to the Land and Improvements shall remain with Seller until Closing. In the event of Seller’s breach of this covenant, Purchaser may proceed to Closing, accepting the premises as damaged and Seller shall pay over to Purchaser at Closing the proceeds of any insurance payable as a result of such damage. In the event of Seller’s breach of this covenant and Purchaser elects not to proceed to Closing, Purchaser’s sole remedy shall be to terminate this Agreement, in which event Seller shall arrange for the Broker to promptly return the Deposit to Purchaser.

11.3 Modification; Waiver. This Agreement may be modified, amended or supplemented in any manner and at any time only by a written instrument executed by Seller and Purchaser. No waiver by any Party of any term or condition hereof, or the breach of any covenant, agreement, warranty, representation or provision contained herein in any one or more instances

shall be made to be, or construed as a further continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

11.4 Entire Agreement. This Agreement and the Exhibits hereto (all of which are hereby incorporated herein by reference) constitute the entire agreement and understanding of Seller and Purchaser with respect to the subject matter hereof and supersede any prior agreements, written or oral, with respect thereto.

11.5 Expenses. Whether or not the transactions contemplated herein shall be consummated, each Party shall pay its own expenses incident to the preparation and performance of this Agreement, including expenses of counsel and advisors.

11.6 Rights and Remedies. Except as otherwise expressly provided, the rights and remedies granted under this Agreement shall be the exclusive rights and remedies and shall be in lieu of all other rights and remedies available at law or in equity which are specifically waived by the Parties. The Parties shall not be deemed to waive any of their rights or remedies under this Agreement, unless such waiver is in writing and signed by the Party to be bound. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy.

11.7 Limitation of Receiver's Liability. **THE RECEIVER HAS BEEN APPOINTED AS THE COURT-APPOINTED RECEIVER OF THE PURCHASED ASSETS PURSUANT TO THE RECEIVERSHIP ORDER. ALL ACTIONS AND DEEDS OF RECEIVER, ON BEHALF OF SELLER, IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT ARE IN THE RECEIVER'S CAPACITY AS RECEIVER, AND NEITHER THE RECEIVER NOR ANY OF ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, PROFESSIONALS OR AGENTS SHALL HAVE ANY LIABILITY EXCEPT FOR RECEIVER'S ACTIONS CONSTITUTING FRAUD OR WILLFUL MISCONDUCT.**

11.8 Notices. Any notice shall be in writing or in an electronic form and shall be deemed to have been duly given or made (i) when personally delivered by hand, (ii) upon confirmed delivery by a standard overnight carrier (iii) upon confirmation of receipt of an electronic form delivery by an email or (iv) the expiration of five (5) Business Days after the day when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows, or to such other addresses as may be furnished hereafter by notice, in writing, to the other Party, to the following parties:

If to Purchaser, to: AASS LLC
3301 Old Hartford Rd
Owensboro, KY 42301
Email: apanayi.owl@gmail.com

If to Seller, to:
Laura Kendall, CTP
Margaret Forsee, Owen Circuit Clerk
Senior Managing Director
Aurora Management Partners
112 South Tryon Street, Suite 1770
Charlotte, NC 28284
Email: lkendall@auroramp.com

with a copy given in like manner to
(which shall not constitute notice):

Harold J. Bordwin
Principal and Co-President
Keen-Summit Capital Partners LLC
3 Columbus Circle
15th Fl, NY, NY 10019
Email: hbordwin@Keen-Summit.com

-and-

Martin B. Tucker, Esq.
Dinsmore & Shohl LLP
100 W. Main St., Suite 900
Lexington, KY 40507
Email: martin.tucker@dinsmore.com

Any notice which is delivered or is sent by email shall be deemed to have been validly and effectively given and received on the date it is delivered or sent, unless it is delivered or sent after 5:00 p.m. on any given day or on a day which is not a Business Day, in which case it shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was delivered or sent, provided that, in the case of a notice sent by email, it shall not be deemed to have been sent unless there has been confirmation of transmission.

11.9 Further Actions. Each Party shall execute and deliver such other certificates, agreements, conveyances, certificates of title, and other documents and take such other actions as may reasonably be requested by the other Party in order to consummate or implement the transactions contemplated by this Agreement.

11.10 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns permitted hereby, but neither this Agreement nor any of the rights, interests or obligations shall be assigned, by operation of law or otherwise by Purchaser without the prior written consent of Seller; provided, however, Purchaser may assign it rights hereunder to an entity in which Purchaser or its ownership has majority ownership and control. Notwithstanding any permitted assignment hereunder, Purchaser shall not be released from its obligations hereunder.

11.11 Severability. If any term or other provision of this Agreement is held to be invalid,

illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to either Party.

11.12 Publicity. Seller and Purchaser will cooperate with each other in the development and distribution of all news releases and other public disclosures relating to the transactions contemplated hereby. Neither Seller nor Purchaser shall issue or make, or cause to have issued or made, any press release or announcement concerning the transactions contemplated hereby without the advance approval in writing of the form and substance thereof by the other Party, unless otherwise required by applicable legal requirements or as set forth in Article V above.

11.13 Headings; References. The article and section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof. Any reference herein to an article or section shall be deemed to refer to the applicable article or section of this Agreement unless otherwise stated herein. Any reference to a schedule shall be deemed to refer to the applicable schedule attached hereto, all such schedules being incorporated herein by this reference.

11.14 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED, PERFORMED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY AND THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA. By its execution and delivery of this Agreement, each of the Parties hereto irrevocably and unconditionally agrees for itself that in the event of any dispute between the Parties arising under this Agreement, any such dispute shall be brought in the Receivership Court, and by execution and delivery of this Agreement, each Party hereby irrevocably accepts and submits itself to the jurisdiction of the Receivership Court, generally and unconditionally, with respect to any such action, suit or proceeding. In the event any such action, suit or proceeding is commenced, the Parties hereby agree and consent that service of process may be made, and personal jurisdiction over any Party hereto in any such action, suit or proceeding may be obtained, by service of a copy of the summons, complaint and other pleadings required to commence such action, suit or proceeding upon the Party at the address of such Party set forth in Section 11.8 hereof, unless another address has been designated by such Party in a notice given to the other Parties in accordance with the provisions of Section 11.8 hereof. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE SELLER, THE PURCHASER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

11.15 Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

11.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same

11.17 No Third-Party Beneficiary. This Agreement creates rights and duties only between the Parties, and no third party is or shall be deemed to be or shall have any rights as a third-party beneficiary.

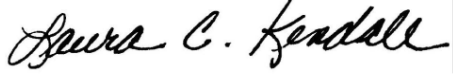
11.18 Time of Essence. Time is of the essence of this Agreement.

/SPACE INTENTIONALLY BLANK; SIGNATURE(S) ON FOLLOWING PAGE(S)/

SELLER:

**COVENANCE GROUP LLC,
COVENANCE MANUFACTURING LLC
AND COVENANCE TECHNICAL LLC**

By: **AURORA MANAGEMENT PARTNERS,**
solely in its capacity as Receiver

By: 

Name: Laura C. Kendall

Title: Receiver

Date: September 17, 2025

PURCHASER:

AASS LLC

By: _____

Name: _____

Title: _____

Date: _____, 2025

HAVE SEEN:

COMMUNITY TRUST BANK, INC.:

By: _____

Name: _____

Title: _____

Date: _____, 2025

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MOT : 000031 of 000038

DATED: 9-16, 2025.

SELLER:

**COVENANCE GROUP LLC,
COVENANCE MANUFACTURING LLC
AND COVENANCE TECHNICAL LLC**

By: **AURORA MANAGEMENT PARTNERS,**
solely in its capacity as Receiver

By: _____
Name: _____
Title: Receiver
Date: _____, 2025

PURCHASER:

AASS LLC
By: [Signature]
Name: Antonios Panayi
Title: Member
Date: 09-16-25, 2025

184F6D76-FD24-4487-A7A5-1DC8AFBAEF9E : 000032 of 000045

MOT : 000032 of 000038

WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed as of the date first above written.

SELLER:

**COVENANCE GROUP LLC,
COVENANCE MANUFACTURING LLC
AND COVENANCE TECHNICAL LLC**

By: **AURORA MANAGEMENT PARTNERS,**
solely in its capacity as Receiver

By: _____
Name: _____
Title: Receiver
Date: _____, 2025

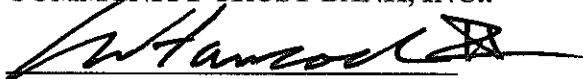
PURCHASER:

AASS LLC

By: _____
Name: _____
Title: _____
Date: _____, 2025

HAVE SEEN:

COMMUNITY TRUST BANK, INC.:



By: _____
Name: Charles Wayne Hancock
Title: EVP/Chief Legal Officer
Date: 9-19, 2025

LAND

Commonly known as: 970 US Highway 127, Owenton, Kentucky 40359

Tax ID Number: 060-00-00-030.00

Beginning at a point in the East right-of-way of the aforementioned Highways Nos. 227 and 127 and N 01° 55' E 60.70 feet from the I.O.O.F. Owenton Chapter Land (Cemetery) and in the North right-of-way of a proposed road; thence with the East right-of-way of the aforementioned Highway Nos. 227 and 127 for six calls, N 01° 55' E 44.54 feet to a point 50 feet East of center line, N 20° 49' E 58.31 feet to a point 80 feet East of center line, N 08° 14' W, 300.17 feet to a point 90 feet East of centerline, N 13° 58' W 300.67 feet to a point 70 feet East of center line, N 01° 38' W 202.23 feet to a point 100 feet East of center line and N 10° 09' W 4.55 feet to a point 100 feet East of center line, corner to the property of W.T. Forsee; thence with Forsee S 84° 59' E 1103.24 feet, a new corner; thence for a new line S 00° 09' E 863.55 feet to a point in the North right-of-way line of a proposed road thence with the North right-of-way of a proposed road N 84° 59' W 253.24 feet; thence again with the North right-of-way of a proposed road with a curve to the right (clockwise) whose radius is 145 feet for a chord of N 64° 53' W 99.67 feet; thence again with the North right-of-way of a proposed road, with a curve to the left (counter clockwise) whose radius is 205 feet for a chord N 70° 43' W 179.2 feet; thence again with the North right-of-way of a proposed road S 83° 14' W 493.19 feet to the beginning and containing 20.0 acres; and

EXCEPT THEREFROM, that portion of property conveyed to County of Owen by and through Owen Fiscal Court, a political subdivision of the Commonwealth of Kentucky, by Special Warranty Deed dated September 9, 2003 and recorded January 20, 2004, of record in Deed Book 209, page 3, in the Office of the Clerk of Owen County, Kentucky, and more particularly described as follows:

A parcel of real estate situated on the North side of Howard Ellis Road in the City of Owenton about 0.15 mile East of its intersection with Highway 127, Owen County, Kentucky, being further bounded and described as follows:

Beginning at an iron pin, found marked Joe Justice, 1989, the northeast corner of grantor in the name of Brian L. Forsee, recorded in Deed Book 192, Page 353 and County of Owen northwest corner, recorded in Deed Book 177, Page 618; thence with Forsee line, N 85-27-07W 278.99 feet to an iron pit set, thence with a new division line through the land of Actaris Gas, Inc., recorded in Deed Book 200, page 19, S01-02-23E 713.855 feet to an iron pin set, in the north right-of-way line of Howard Ellis Road, thence with same a curve to the right with the following curve data; Delta Angle = 7-04-27, Radius distance = 1490.898 feet, Arc distance = 184.077 feet, Chord distance = 183.961, Chord bearing = S83-21-19E to an iron pin, set, S79-49-05E 97.223 feet to an iron pin found, southwest corner to County

of Owen, thence with same N01-02-23W 730.238 feet to the place of beginning,
encompassing 4.59 acres of land, more or less.

Being the same property conveyed to Covenant Group, LLC, a Delaware limited liability company, from Empire Properties, LLC, a Kentucky limited liability company, by deed dated August 4, 2023 and recorded in Deed Book 272, page 53, in the Owen County Clerk's Office, and by Deed of Correction dated February 15, 2024 and recorded in Deed Book 273, page 643, in the Owen County Clerk's Office.

PURCHASED ASSETS

1. Real Property: The Land and Improvements with regards to and as described and set forth in Exhibit A above and the rights and obligations under the Leases, together with (a) all easements, rights-of-way, development rights, entitlements, air rights and appurtenances relating or appertaining to the Land and/or the Improvements (b) all water wells, streams, creeks, ponds, lakes, or other bodies of water in, on or under the Land, whether such rights are riparian, appropriate, prescriptive or otherwise, and all water rights, water allocations and water stock, (c) all sewer, septic and waste disposal rights and interests applicable or appurtenant to and/or used in connection with the operation of the Improvements, (d) all minerals, oil, gas, and other hydrocarbons located in, on or under the Land, not otherwise excepted from the Land, together with all rights to surface or subsurface entry, (e) the Entitlements, and (f) the Leases (collectively the “Real Property”).

2. Entitlements: All of Seller’s right, title and interest in, to and under all land use entitlements, development rights, water allocations, water rights, sewer capacity, density allocations and other rights or approvals relating to or authorizing the ownership, development, and/or operation of the Real Property; all plans and specifications, all contract rights (including any and all guarantees and warranties relating to the construction of any Improvements); all development and land use rights, applications, architectural and engineering plans and reports, specifications and drawings, as-built drawings, maps; all items constituting any due diligence materials; and any documents of the same or similar nature pertaining to the Real Property; and all changes, additions, substitutions and replacements for any of the foregoing.

BILL OF SALE

COVENANCE GROUP LLC, COVENANCE MANUFACTURING LLC AND COVENANCE TECHNICAL LLC, through the Court-appointed Receiver, **AURORA MANAGEMENT PARTNERS** (“Seller”), for and in consideration of the sum of Ten and No/00 Dollars (\$10.00) cash and other good and valuable consideration in hand paid, hereby absolutely SELL, TRANSFER and ASSIGN to [_____] (“Purchaser”), all of Seller’s right, title and interest in and to the Purchased Assets (as such term is defined in that certain Asset Purchase Agreement dated _____, 2025 by and between Purchaser and Seller).

THE SALE OF THE PURCHASED ASSETS IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER. Purchaser shall unconditionally accept the Purchased Assets “AS-IS, WHERE-IS” and neither Seller nor any affiliate of Seller shall be deemed to have made, and Seller hereby expressly disclaim, any representation or warranty, express or implied, as to the value, condition, design, operation, merchantability, quality of materials or workmanship, fitness for use or a particular purpose, manufacture or marketability, of the Purchased Assets, against infringement of any patent or copyright or the like, or freedom from any latent or patent defect (whether or not discoverable), or compliance with law, including, without limitation, any representation or warranty that arises or may be deemed to arise out of any course of performance, course of dealing, or usage of trade, all of which representations and warranties are hereby expressly disclaimed and waived by the Parties hereto.

/SPACE INTENTIONALLY BLANK; SIGNATURE(S) ON FOLLOWING PAGE(S)/

SELLER:

**COVENANCE GROUP LLC,
COVENANCE MANUFACTURING LLC
AND COVENANCE TECHNICAL LLC**

By: **AURORA MANAGEMENT PARTNERS,**
solely in its capacity as Receiver

By: _____

Name: _____

Title: Receiver

Date: _____, 2025

PURCHASER:

By: _____

Name: _____

Title: _____

Date: _____, 2025

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COMMONWEALTH OF KENTUCKY
OWEN CIRCUIT COURT
CIVIL BRANCH
DIVISION 1
CIVIL ACTION NO. 24-CI-00180

COMMUNITY TRUST BANK, INC.

PLAINTIFF

vs.

COVENANCE GROUP LLC;
COVENANCE TECHNICAL LLC;
COVENANCE MANUFACTURING LLC;
CHARIS CONSULTING LLC;
AKORN FOOD AND BEVERAGE CONSULTING LLC;
BOWLING-HERALD ENTERPRISE LLC;
JILL E. COSTELOW;
TRACI D. KNUTSON;
SHEILA BOWLING-HERALD;
CHARLES D. HERALD;
HOPE LIVES PREGNANCY CENTER, INC.;
NORTHERN KENTUCKY COMMUNITY ACTION COMMISSION, INCORPORATED;
COMFORT & PROCESS SOLUTIONS, LLC D/B/A COMFORT & PROCESS SOLUTIONS;
COMMONWEALTH OF KENTUCKY, COUNTY OF OWEN;
CITY OF OWENTON, KENTUCKY;
UNKNOWN TENANTS, IF ANY,
970 US HIGHWAY 127, OWENTON, KENTUCKY

DEFENDANTS

and

YOSEMITE PROTEIN PRODUCTS, INC.

INTERVENING DEFENDANT

**ORDER GRANTING JOINT MOTION FOR ENTRY OF AN ORDER
APPROVING THE SALE OF REAL PROPERTY AND FOR RELATED RELIEF**

This matter having come before the Court on the *Joint Motion for Entry of an Order Approving the Sale of Real Property and for Related Relief* (the “Sale Motion”)¹ of the Plaintiff, Community Trust Bank, Inc. (“CTB”) and Aurora Management Partners, Inc., as Court-appointed

¹ Terms not defined herein shall have the meanings given them in the Motion.

Receiver (the “Receiver”), and it appearing that there is just cause to (i) approve the sale of the Property through a marketed-sale process including a possible auction, if necessary, to the highest and best bidder and pursuant to the terms of the Stalking-Horse Contract; (ii) authorize the Receiver and CTB to take any and all steps necessary and/or appropriate to close the sale of the Property to the Winning Bidder (or Back-up Bidder) (the ultimate purchaser shall hereafter be referred to as the “Purchaser”) on the terms and conditions contained in the applicable APA; and (iii) grant related relief, for all the reasons set forth in the Sale Motion and/or at the hearing before the Court on October 28, 2025, if any; and with the Court being otherwise sufficiently advised,

IT IS HEREBY ORDERED AND ADJUDGED AND THE COURT HEREBY FINDS THAT:

1. The Stalking Horse Contract was timely served on all parties entitled to prior notice thereof, and such service was reasonable and sufficient notice as required by all matters including, but not limited to, the Order Appointing Receiver. The failure of any party to timely object to the Sale Motion is deemed a waiver of any argument, challenge, or appeal based on the same.

2. For the reasons set forth in the Sale Motion, there are good, valid, and sound business reasons for the sale of the Property, the sale of the Property is in the best interests of the Receivership estate, and the Receiver, Broker and CTB have satisfied the “business judgment rule” (as generally described in the Motion) related thereto in all respects.

3. The Receiver and Broker engaged in a robust marketing and sale process for the Business Assets and Property that has been well conceived and sufficiently thorough to generate interest from parties who potentially would be interested in purchasing the Business Assets and/or Property.

4. As a result, the Court approves the sale of the Property to the Purchaser pursuant to the APA free and clear of all liens, claims, and encumbrances, and the sale process as outlined therein is hereby approved in all respects.

5. The transfer of the Property from and/or on behalf of Covenant Group LLC to the Purchaser, after implementing the sale procedures set out in the APA, will be a legal, valid, and effective transfer.

6. The Receiver is hereby authorized and directed to execute and deliver such other agreements and documents, and to take such other actions as may be necessary, desirable or appropriate to effect, implement, and/or consummate the sale of the Property to the Purchaser pursuant to the APA without further application or further Order of this Court.

7. If the Winning Bidder fails for any reason to close on the sale in accordance with the Sale Order, the Receiver is hereby authorized to close with the Back-Up Bidder under its applicable APA, as authorized by this Order.

8. Effective upon the closing of the sale of the Property pursuant to the APA, all parties hereto are hereby permanently enjoined and precluded from: (i) asserting, commencing or continuing in any manner any action against the Purchaser with respect to the Property and (ii) attempting to enforce any lien or encumbrance of any kind against the Property.

9. The provisions of this Order authorizing the sale of the Property to the Purchaser free and clear of all liens, claims, and encumbrances shall be self-executing, and neither the Receiver, CTB nor any other party shall be required to execute or file releases, termination statements, assignments, cancellations, consents or other instruments to effectuate, consummate and/or implement the provisions hereof with respect to such sale. Without in any way limiting the foregoing, the Receiver and CTB are both hereby empowered to execute and file releases,

termination statements, assignments, consents, cancellations or other instruments to effectuate, consummate and/or implement the provisions hereof with respect to such sale.

10. This Order shall be binding upon, and shall inure to the benefit of, the Defendants hereto, the Receiver, CTB and the Purchaser, and their respective successors and assigns. The failure specifically to include any particular provisions of the APA in this Order shall not diminish or impair the efficacy of such provisions, it being the intent of the Court that every provision, term, and condition thereof be and therefore is, authorized and approved in its entirety.

11. The Court shall retain jurisdiction over the parties hereto and the Receiver to implement, interpret, consummate and/or effectuate the provisions of this Order, the APA, and all agreements arising out of, related to, or approved pursuant to this Order.

12. Any and all governmental recording offices and all other parties, persons or entities are directed to accept this Order for recordation on or after the closing on the sale of the Property to the Purchaser pursuant to the APA as conclusive evidence of the free and clear, unencumbered transfer of title to the Property conveyed to the Purchaser at the closing.

13. There has been no evidence presented to this Court that the sale price in the APA was controlled by any agreement among potential bidders or that any prohibited activity has occurred. As a result of the foregoing and for the reasons more fully set forth in the Motion, the Purchaser is hereby deemed to be a “good faith purchaser for value” under applicable law.

14. At the closing of the sale, the Receiver is hereby authorized to pay the Broker the agreed Broker’s fee as approved by the Court pursuant to the Broker Order and to pay such other costs, expenses and obligations to be paid by Seller under the APA.

15. In the event of any dispute with respect to the distribution of the net sale proceeds from the sale of the Property, (i) the sale of the Property shall be free and clear of all liens, claims,

and encumbrances with all liens and security interests at issue attaching to the sale proceeds received by the Receiver in the same order of priority, and with the same validity and extent, as each such lien had as of the date of the filing of the Complaint; (ii) any portion of the net sale proceeds that are not in dispute shall be distributed to the applicable creditor(s) including CTB, at closing on the sale of the Property in partial satisfaction of the respective lien(s) and security interests(s) thereon; and (iii) only that portion of the net sale proceeds subject to dispute shall be held in escrow by counsel for CTB until such time as any such disputes are resolved pursuant to further order(s) of this Court.

16. The Receiver is hereby authorized to consent to the sale of Collateral by CTB pursuant to the Article 9 Sale.

17. The reversal or modification of this Order on appeal shall not affect the validity of the transfer of the Property to the Purchaser unless the transfer is stayed pending appeal prior to closing.

18. This Order shall control in the event of any conflicting terms of the applicable APA.

19. This Order shall be effective immediately upon entry.

JUDGE, OWEN COUNTY CIRCUIT COURT

TENDERED BY:

DINSMORE & SHOHL LLP

/s/ Martin B. Tucker

Martin B. Tucker, Esq. (KBA #89992)

Zachary C. Webster Esq. (KBA #93484)

100 West Main Street, Suite 900

Lexington, Kentucky 40507

Tel: (859) 425-1000

Fax: (859) 425-1099

E-mail: martin.tucker@dinsmore.com

E-mail: zachary.webster@dinsmore.com

Attorneys for Plaintiff, Community Trust Bank, Inc.

CLERK'S CERTIFICATE OF SERVICE

It is hereby certified that a copy of the foregoing was served on the following on this the ____ day of _____, 2025:

Covenant Group LLC
c/o Jill Costelow, Registered Agent
970 Highway 127 N
Owenton, KY 40359

Covenant Manufacturing LLC
c/o Jill Costelow, Registered Agent
970 Highway 127 N
Owenton, KY 40359

Covenant Technical LLC
c/o Jill Costelow, Registered Agent
970 Highway 127 N
Owenton, KY 40359

Dean A. Langdon, Esq.
Delcotto Law Group PLLC
200 North Upper Street
Lexington, KY 40507
Attorney for Defendants, Charis Consulting LLC, Akorn Food and Beverage Consulting LLC, Jill E. Costelow and Traci D. Knutson

Michael B. Baker, Esq.
The Baker Firm, PLLC
301 W. Pike Street
Covington, KY 41011
Attorney for Defendants, Bowling-Herald Enterprise LLC, Sheila Bowling-Herald, and Charles D. Herald

Mitzy L. Ford, Esq.
400 Holbrook Street
Owenton, Kentucky 40359
Attorney for Defendant, City of Owenton, Kentucky

Hope Lives Pregnancy Center, Inc.
c/o Kelli Carper, Registered Agent
1535 Richwood Road
Walton, Kentucky 41094
Defendant

NORTHERN KENTUCKY COMMUNITY
ACTION COMMISSION, INCORPORATED
c/o Catrena Bowman, Registered Agent
717 Madison Avenue
Covington, Kentucky 41011
Defendant

Jean M. Terry, Esq.
Angelo D. DiBartolomeo, Esq.
Manion Stigger, LLP
500 W. Jefferson Street, Suite 1610
Louisville, Kentucky 40202
Attorney for Defendant, Comfort & Process Solutions, LLC, d/b/a Comfort & Process Solutions

COMMONWEALTH OF KENTUCKY,
COUNTY OF OWEN
c/o County Attorney
100 N. Thomas St.
Owenton, Kentucky 40359
Defendant

Todd M. Spurgeon, Esq.
Spurgeon Law Firm, PLLC
P.O. Box 37
Owenton, Kentucky 40359
Warning Order Attorney for Unknown Tenants, if any, of 970 US Hwy 127

Pete W. Whaley, Esq.
1300 N. Main Street
Williamstown, Kentucky 41097
Attorney for Intervening Defendant, Yosemite Protein Products, Inc.

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CLERK, OWEN COUNTY CIRCUIT COURT

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