Crusoe房地产人员支持CES异议并附替代协议

案件 26-18325 · 案卷 #0254 · 原文提交日期 2026-09-26

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原文第 210 页仍有大段英文叙述，不能标为完整中文译文。
原文第 230 页仍有大段英文叙述，不能标为完整中文译文。

对应原文第 1 页

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CES Acquisitions LLC 的共同律师

美国破产法院
新泽西州地区

案号：26-18325（EJO）
关于：
第 11 章
POOLIN TECHNOLOGY PTE. LTD. 等，1
法官：Hon. Eamonn J. O’Hagan
债务人。
（联合管理）

Auden Menke 关于支持 CES Acquisitions LLC 反对拟议出售债务人几乎全部资产的认证声明

本人 Auden Menke，已达完全民事行为能力，特此证明如下：

1。本人系 Crusoe, Inc.（连同其关联方，

“Crusoe”）的房地产高级副经理。CES Acquisitions LLC（“CES”）是 Crusoe 的关联方，并且是通过 1
这些第 11 章案件中的债务人，以及各债务人联邦纳税识别号的末四位数字，分别为：Poolin Technology Pte. Ltd.，一家新加坡私人有限公司；Lonestar Dream Inc.（(5105)）；以及 Lonestar Taproot LLC（(4118)）。就这些第 11 章案件而言，债务人的送达地址为：
c/o Michael DuFrayne, CRO, 2564 US Highway 1, PMB #16884166, Lawrence, NJ 08648。

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26183252609250000000000013

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Crusoe 正在寻求收购上述标题所列债务人（“债务人”）的资产。我领导了评估该收购并准备 CES 报价的 Crusoe 团队，并获授权代表 CES 提交本认证声明。

2。本人提交本认证声明，以支持 CES Acquisitions

LLC 对拟议出售债务人几乎全部资产所提出的有限异议（“异议”），该异议已同步提交。本文未定义的首字母大写术语具有异议中赋予它们的含义。除非我另有说明，下述事实均基于我的亲身了解以及我对 Crusoe 记录的审阅。如被传唤出庭作证，我可以并且将据实作证。

Crusoe

3。Crusoe 是一家于 2018 年成立的垂直整合型 AI 基础设施公司。其开发、建设并运营数据中心，并在科罗拉多州 Brighton 和 Arvada 以及 Tulsa 的工厂制造自身的模块化数据中心单元和电力配电设备，

Oklahoma。Crusoe 起初是在油气场址为模块化数据中心供电以挖掘比特币，随后转向 AI 基础设施。Crusoe 在德克萨斯州及其他州开发高能耗计算场址方面拥有直接经验，并熟悉 ERCOT 的大负荷并网和批量研究流程。

4。于 2026年9月17日，Crusoe 宣布其 $3.9 十亿美元 Series F 融资轮次的首次交割，融资后估值为 $30.9 十亿美元。Crusoe 已交付并投运超过一吉瓦的数据中心容量。其位于德克萨斯州 Abilene 的旗舰园区规划容量为 1.2 吉瓦，旁边另有一座 900-megawatt 兆瓦天然气电厂提供支持。

Crusoe 如何得知该出售程序

5。我最初于 2026年8月31日 得知债务人的出售程序，当时我与一位现任职于 Conestoga Real Estate 的前同事通话，他提到这是一笔可能会引起 Crusoe 兴趣的交易。

6。这些资产看起来非常适合 Crusoe。令人担忧的是时间表。于
2026年9月1日，我联系了债务人的首席重组官 Michael DuFrayne。他

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他告诉我，债务人的代表在最初开始推介这些资产时曾联系过 Crusoe，但他没有告诉我他们联系的是 Crusoe 的谁。彼时，我并不知道 Crusoe 有任何人收到过此次出售的通知。

7。此后，我从债务人律师于 2026年9月23日 向 CES 的律师提供的通信中得知，在 2026 年四月，DuFrayne 先生曾就一份保密协议与 Crusoe 能源团队的一名成员通信，并向她发送了债务人的保密信息备忘录，而且在 2026年8月18日，他通过电子邮件向她发送了债务人的拍卖出售及出售听证通知。Crusoe 拥有超过 1,000 名员工。这些通信没有送达我，且据我所知，也没有送达任何有权批准此类收购的 Crusoe 高管，我们所有人在 2026年8月31日 之前都不知道此次出售程序。在我们得知此事后，我们立即采取了行动，如下所述。

CES 为在九月 8 日前提交竞标所作的努力

8。截至 2026年9月2日，Crusoe Technologies LLC 已与债务人 Lonestar Dream Inc. 和 Lonestar Taproot LLC 签署了一份相互保密协议，而 CES 已签署了一份潜在竞标人声明和一份债务人数据室的网站访问协议。

CES 于 2026年9月3日 获得了数据室访问权限。截至 2026年9月4日，按照竞标程序对潜在竞标人的要求，CES 还以签署完成的、上述 Crusoe 的 F 轮融资条款清单的形式，向债务人提供了其财务能力的证明。

9。由于竞标程序要求在 2026年9月8日 东部时间下午 5:00 点（即“竞标截止日期”）之前提交包含保证金在内的完整竞标材料，CES 实际上只有三个营业日，且跨越劳动节周末，用于审阅数据室和债务人法院文件中约 300 份文件，了解西得州两个地点的情况，聘请破产法律顾问，依据领头马竞标人的表格准备两份经修订的资产购买协议，取得内部批准，并支付保证金。

10。Crusoe 团队及其外部法律顾问整个周末都在工作，包括劳动节当天。Crusoe 的内部团队完成了对电力状况的初步审查。对 3 份文件的修订标注

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两份资产购买协议均已起草完毕，Crusoe 开始安排内部审批以及支付保证金的电汇。

11。Crusoe 无法解决的是，审查期限被压缩，以及据我所理解，投标必须具有约束力且不附带任何尽职调查期限这两者的结合。

Crusoe 无法完成充分的尽职调查以按该等条件作出承诺，而且基于其当时能够完成的审查情况，它也不准备要求其投资委员会批准按该等条件进行具有约束力的购买。截至星期一 2026年9月7日 晚间，Crusoe 已得出结论，认为其无法负责任地在投标截止时间前提交具有约束力的资产购买协议。

与债务人于九月 8 日的讨论

12。于 2026年9月8日（东部时间）下午 3:45，在投标截止时间之前，我参加了一次电话会议，与会者包括我的同事 James McLoughlin、CES 的律师 Michael Gottfried、债务人的律师 Stephen Packman 以及 DuFrayne 先生。我们告诉债务人及其律师，CES 正在推进就两组资产提出投标，拟议的总价格超过

$100 百万美元，但以完成尽职调查为条件。我们提议于当日提交一份意向书，并在短期内完成尽职调查；我们还表示，在该等尽职调查的前提下，CES 预计将在拍卖中成为积极竞买人。

13。债务人的律师回应称，他无意接收意向书，而且按所述条件提出的投标极有可能不会被视为合格投标。他表示，债务人至多可能会考虑将拍卖延期一天，但须经无担保债权人官方委员会同意。

14。延期一天并不能使 CES 完成其尽职调查。

CES 没有提交投标，也没有参加拍卖。

15。在九月 8 日的电话会议之后，CES 停止了投标相关工作。到2026年九月中旬，CES 得知债务人提出延期出售听证会的请求，以及于九月 16 日提交的异议显示，尚未提交中标竞买人的通知，且拍卖结果存在疑问，于是 CES 恢复了相关工作。此后，Crusoe 团队及其律师一直在

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持续就CES的报价开展工作。

CES的报价

16。CES已为Tarbush Assets（“CES Tarbush APA”）和Pyote Assets（“CES Pyote APA”）准备了资产购买协议，并以债务人于2026年9月25日提交的与Hut 8的协议为底稿进行了标注。其副本作为附件A和附件B随附于此，此外，每份协议相对于对应的Hut 8协议的红线版本作为附件C随附。

17。总购买价为$155,000,000：就Pyote Assets而言，于交割时支付现金$40,000,000；就Tarbush Assets而言，于交割时支付现金$40,000,000（“交割购买价”）；以及就Tarbush Assets另行支付$75,000,000（“额外购买价”），如果CES Tarbush APA第VII.4条所述的电力批准（“电力条件”）届时已获满足，则于交割时支付；否则，在该等条件于截至2027年9月15日期间内任何时间获得满足后的五个营业日内支付。CES Tarbush APA §§ I.6, VII.4。该等批准与Hut 8完成其整个交易的义务所取决的批准相同。该等批准并不构成CES完成交割或支付应于交割时到期的$80,000,000的条件。

18。两份协议应于2026年11月30日或之前同时完成交割。CES Tarbush APA §§ II.1, VII.2(i)。CES已准备于该日期完成交割。

19。CES计划就任何重新开启的拍卖支付总额为总购买价7.5百分比、即$11,625,000的诚信保证金，该比例与Hut 8缴纳的比例相同。

20。CES就Tarbush Assets完成交割的义务，以Tarbush负载有一处场址为条件。该条件可通过Adjacent Property获得满足，即按照Hut

8的协议所规定的相同条款转让债务人在《Option Assignment Agreement》项下的权利；或者通过CES正在与其所有者协商的一块邻近地块的地上租赁获得满足，该所有者已表示有兴趣。CES Tarbush APA § VII.2(c)。任一场址均可满足CES的目的。CES并不要求债务人为其利益承担或行使该选择权；无论债务人如何处理该选择权，CES都将按照其两个选项中较优者完成交割。
21。CES Pyote APA还包含与分区、水、

5有关的不动产条件

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环境事项、地役权和矿产权，而 CES 在竞标截止日前仅有三天时间无法完成这些事项。这些条件属于确认性条件。它们由保险人和贷款人的要求所驱动，而对这类资产的每一位买方而言，这些要求都是相同的，因为此类资产的买方通常使用相同的融资机构，并面临相同的要求。其他竞标者很可能已经进行了同样的尽职调查并对此感到满意，CES 预计也会如此。如果程序延长三周，我预计这些条件中除矿产权条件之外的大部分（甚至全部）都会被取消；对于矿产权条件，出具矿产权属报告需要 30 至 45 天。CES 剩余的条件是关于履约、陈述与保证、政府批准、第三方同意、产权、无重大不利变化，以及不存在任何专门限制数据中心在这些地点开发的新法律或禁令的惯常条件。CES Tarbush APA

第 VII.2(a)、(b)、(e)至(j)条；CES Pyote APA 第 7.2(m)至(q)条。

权限、财务能力和准备情况

22。据我所知，在 2026年9月25日，Crusoe 的投资委员会，包括其首席财务官，一致表示支持按照上述条款推进该收购，而 Crusoe 的管理团队已授权 CES 提交该异议及随附协议。

23。CES 在 CES 协议项下的义务不受任何融资条件限制。CES 已于 2026年9月4日 向债务人提供了其财务能力的证据，并且如有要求，其将以保密方式向债务人和委员会提供进一步的能力证据，并向法院进行不公开审查。

24。CES 准备在 2026年11月30日 当日或之前完成交割；在交割时支付和解协议经 ECF No. 190 批准后要求向 DBR Land LLC 支付的 $1,500,000 款项；承担该和解协议项下买方的义务；按法院设定的时间表参加任何重新开启的竞标程序；并在中标后立即签署协议。

25。经法院许可，我将亲自出席于 2026年9月29日 举行的出售听证会，并准备就此处所述事项回答问题。

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根据 28《美国法典》第 1746 条，我根据美利坚合众国法律以伪证罪处罚之规定声明，上述内容真实且正确。

于 2026年9月25日 在加利福尼亚州旧金山签署。

/s/ Auden Menke
Auden Menke

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附件 A

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资产购买协议

本资产购买协议（“协议”）签订于九月 _，
2026（“生效日期”），由 LONESTAR DREAM INC.（一家特拉华州公司，“卖方 1”）与 LONESTAR TAPROOT LLC（一家特拉华州有限责任公司，“卖方 2”，与卖方 1 合称“卖方”，统称“各卖方”），以及 CES ACQUISITIONS LLC（一家特拉华州有限责任公司，代表其自身及任何指定受让人行事，统称“买方”，并与卖方合称“各方”，单称“一方”）共同订立。本协议中使用的大写术语均按本协议所定义。

鉴于条款

鉴于，卖方一直从事下述地点的加密货币挖矿及托管业务等（“业务”），地点位于 Tarbush Property，详见下文，直至 2026年7月10日。

鉴于，卖方系位于 4143 US Hwy
285，Texas 州 Pecos County 的 Fort Stockton，TX 79735 的某特定不动产（称为“Tarbush Property”）的占有人。

鉴于，卖方系位于 Tarbush Property 的某些动产、设备及其他资产的所有人，且该等资产列于随附的附件“A”（“购买资产”）。

鉴于，于 2026年7月22日（“申请日”），卖方根据《美国破产法典》第 11 章，在美国新泽西州破产法院（“破产法院”）提起了自愿案件，适用《美国破产法典》，11 U.S.C. §§ 101 及以下条款（“破产法典”）（“破产案件”）。

鉴于，除非卖方按照竞价程序及竞价程序命令收到任何更高且更优的购买资产（定义见下文）报价，卖方希望依照本协议以及破产法典第 105、363 和 365 条向买方出售，且买方希望从卖方购买购买资产。

鉴于，本协议的签署与交付，以及卖方完成本协议所载交易的能力，均以出售批准令的输入，以及邻接物业 PSA 的交割或地上租赁的签署为条件。

因此，鉴于双方在此所述相互契约、陈述、保证及约定以及其他有价值对价，双方在此确认已收到且数额足够，并意在受法律约束，特此同意如下：

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第一编

资产出售

I.1 购买资产的出售。

(a) 在交割日，并受本协议所载条款、条件及排除事项（包括但不限于第 1.3 条）的约束，且在本协议所定义的允许留置权的限制下，各卖方应出售、转让、移交、让与并交付其对购买资产的一切权利、所有权及权益，且该等购买资产不附带、免除且解除任何及一切与任何购买资产有关或针对任何购买资产或任一卖方、且在交割日之前及至交割日已产生、存在或累积的利益、请求权、义务、权利、负担、质押及留置权；无论该等权利义务为直接或间接、绝对或或有、已成立或未成立、已知或未知、已到期或未到期、已清偿金额或未清偿金额、源于协议、谅解、法律、衡平法、法规或其他原因，且无论其在申请日前、当日或之后产生，包括但不限于基于继受责任、事实合并或实质连续性原则而另行产生的请求权或责任，或根据任何法律或命令产生的责任或义务（统称“留置权”）。

(b) 购买资产包括卖方的以下资产：

(i) 随附附件“A”所列资产；

(ii) 与 Tarbush Property 相关的电力权利；

(iii) 随附附件“B”所列的所有待履行合同（“合同”）以及动产和商业不动产租赁（“租约”）项下的一切权利。本协议中，该等合同和租约有时统称为“被接管合同”，单独称为“被接管合同”；但买方可在交割前任何时间将任何被接管合同自附件“B”中删除。删除后，该等合同或租约将不再是被接管合同；

(iv) 现有保险单项下的一切索赔，但以该等保单可就购买资产提供保障或抗辩为限；

(v) 与购买资产有关的卖方任何及一切可转让的联邦、州、地方及外国政府许可、授权和批准；

(vi) 与购买资产有关的文件副本。

I.2 转让与移交文书。

(a) 在交割时，卖方应将购买资产的占有移交给买方，并向买方转让购买资产的全部清晰所有权。

(b) 在交割时，卖方应签署并向买方交付一份销售单，以及此类背书、转让及其他足够且适当的转让和 2
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对应原文第 11 页

转让及转移所必需的、合理必要的，以将购买资产的善良且可出售的所有权转让、转移并让与给买方，并使其不附带任何及所有留置权，但许可留置权除外。

I.3 排除资产。

购买资产应排除卖方在
附件“C”中列明的所有资产和权益（统称“排除资产”）。

I.4 受让负债。自交割之时起，买方应承担，并在到期时支付，针对受让合同应支付的所有补救费用，以及买方已书面明确同意承担并列于附件“D”的卖方任何其他负债（统称“受让负债”）；但前提是，买方可在交割前任何时间自附件“D”中删除任何受让负债。删除后，该等负债即不再构成受让负债。

I.5 排除负债。尽管本协议有任何相反规定，除本协议所列受让负债外，买方不承担，也不以任何方式负有支付卖方任何种类负债、义务或债务的责任，无论该等负债、义务或债务是否已发生、绝对、或有或其他状态，无论是否已知或未知，无论到期或将到期，以及无论由谁或何时主张，包括但不限于以下各项（统称“排除负债”）：

(a) 卖方在本协议项下的任何负债，以及卖方订立的任何其他协议（书面或口头），但受让合同除外。

(b) 卖方业务（“业务”）在交割前发生的任何负债；

(c) 任何应付票据，受益人为卖方的任何贷款人或债权人，或应付给卖方任何贷款人或债权人的任何其他款项；

(d) 卖方关于任何税款的任何负债；

(e) 卖方的任何负债，（i）因违反或被指称违反任何联邦、州或外国法律，或任何政府实体的任何要求而产生；（ii）因卖方违反或被指称违反任何合同、协议、许可、承诺、文书、判决、命令或法令而产生；（iii）根据任何环境、健康和安全法律、法规和/或要求而产生；

(f) 卖方因任何个人受伤或死亡，或任何财产损坏或毁坏而产生的任何负债，无论该等负债是基于过失、违反保证、严格责任、企业责任，还是任何其他法律或衡平法理论，并且与卖方分销或以其他方式处置的产品（或其部件或组件）或卖方提供的服务有关或由此产生，只要该等负债中的任何一项系因于交割日当日或之前发生或存在的事件、事实或情况所致或由此产生，即使该等诉讼程序或索赔是在交割之后提起或提出的；

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(g) 卖方的任何负债，包括法律费用和支出，涉及休假工资、病假工资、节假日工资、薪金、奖金、遣散费、工伤赔偿、福利、附加福利或向卖方任何现任或前任雇员，或任何由卖方雇用或聘用的人员，或根据任何员工福利或员工福利计划应支付的其他款项或任何种类的负债，且系因卖方在交割日之前的行为所致；

(h) 卖方就与本协议或其交易的谈判、准备、批准或签署有关的任何费用或开支所承担的任何负债（包括卖方发生或被收取的律师费、会计师费和经纪费）；

(i) 卖方因交割前的行为，或其高级职员、董事、股东、雇员、顾问、承包商、代理人或顾问的行为而产生的任何负债；以及

(j) 卖方除受让负债以外的任何其他负债。

卖方承认，其保留排除负债。

I.6 购买价。买方就购买资产向卖方支付的购买价最高为一亿一千五百万美元 ($115,000,000)（“购买价”）。购买价应按如下方式支付：

(a) 购买价的百分之七点五（7.5%）作为定金，金额为八百六十二万五千美元 ($8,625,000)，应由买方于签署本协议后五 (5) 日内向卖方支付（“善意定金”），由卖方律师作为托管代理（“托管代理”）存入计息托管账户，并依据本协议所附附件“G”中形式和实质均为买方和卖方合理接受的托管协议（“托管协议”）持有至交割，且该等资金（包括其所生利息）应于交割时按等额计入购买价并抵扣购买价。除非依照以下情形，否则托管代理不得释放、转移、适用或以其他方式处置善意定金：（i）在交割时，根据买方与卖方的共同书面指示；（ii）依据买方与卖方签署的书面协议；或（iii）依据有管辖权法院作出的最终且不可上诉的命令。托管代理无权自行决定善意定金的归属。除非双方另有约定，所有托管费用和成本由卖方承担；

(b) 四千万美元 ($40,000,000)（“交割购买价”）应由买方在交割时向卖方支付；

(c) 剩余的七千五百万美元 ($75,000,000)（“追加购买价”）应由买方支付给卖方：（i）如果第7.4节所列条件（“电力条件”）在交割日前首次全部满足，则于交割时支付；以及（ii）如果电力条件在交割后首次全部满足，但不迟于2027年9月15日（“电力条件日期”），则应在电力条件全部满足后的五 (5) 个营业日内支付。

(d) 善意定金应按本协议所述可全额退还（含利息）。各方承认并同意，善意定金不应被视为

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根据《破产法典》构成财产属于破产财产，卖方破产财产依据《破产法典》第5章或适用法律（无论衡平法或其他）对善意定金不享有任何种类的权益，托管代理应依照本协议以信托方式持有该善意定金。如果买方购买购买资产且出售完成，则买方依本协议条款支付的所有善意定金款项（连同其所生任何利息）应在交割时计入购买价并冲抵购买价，并记入卖方账户贷方。

I.7 购买价分配。购买价分配应由买方在商业上切实可行的最早时间确定，但不得迟于交割后的一百八十 (180) 日。双方特此同意，其应以与该等分配一致的方式提交所有联邦、州及地方税务申报表和报告，并且在任何行政或司法程序中，包括任何税务审计或税务程序，任何一方均不会主张或维持与该等分配不一致的立场。

I.8 转让税。根据适用法律，须就本协议拟议交易缴纳任何及所有大宗出售税、印花税、单据税、申报费、登记费、注册费、销售税、使用税、转让税、增值税或其他非所得税、费用或政府收费（“转让税”）的当事方，应负责支付该当事方的转让税。根据适用法律，就上文紧接前一句所述转让税需要提交任何税务申报表的当事方，应准备并及时提交该等税务申报表。卖方应及时向买方提供与该等税务申报表有关的、买方合理要求的全部信息和文件，并应签署买方就此合理要求的任何文件。买方有权在卖方提交前合理提前收到该等税务申报表及其他文件，但不得少于该等税务申报表到期日前十 (10) 个营业日，而该等税务申报表及其他文件须接受买方批准，买方不得无理拒绝、拖延或附加条件。买方和卖方应及时合作，制作所有为遵守与支付转让税有关的适用法律所必需或适当的税务申报表、备案、报告、表格及其他文件，并应本着善意合作，在该等法律允许的最大范围内尽量减少任何此类转让税的金额。卖方应采取买方合理要求的所有行动，以取得任何可用的转让税豁免、减免或退税。

I.9 分摊。交割发生当月的所有月度付款（“分摊费用”）（包括公用事业费用）应以交割日为基准在卖方和买方之间分摊和按比例分配，其中（i）买方应承担买方应分担的该等分摊费用，其金额等于以下乘积：(A) 以分摊费用金额为分子、以交割发生月份的总天数为分母的分数，乘以 (B) 交割日前一日之后的天数，并在卖方于交割前已支付该等分摊费用的范围内，将该金额支付给卖方；以及（ii）卖方应承担该等分摊费用的剩余部分（并在卖方先前尚未支付该等分摊费用的范围内向买方支付其金额）。卖方应负责交割前发生的任何及所有税费和评税，包括任何利息、罚金或费用，以及任何

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与将该不动产转让给买方相关的转让税。买方应负责在成交后产生的所有税款和评税。由买方的产权公司（“产权公司”）编制的成交结算单应根据最新可得的税率和估值反映该等分摊。任何其他成本或费用（如有）应根据产权公司的通常做法在买方和卖方之间分配并向其收取。卖方应负责编制和交付所有应由卖方提供的文件的费用。买方应负责登记契据的费用以及购买产权保险保单的费用。产权公司的成交费用将由
买方支付。除本协议另有规定外，任何根据任何被购买资产或一组被购买资产支付或应支付的金额均不应在卖方和买方之间分摊和按比例分配。

I.10 销售税。买方应负责并支付因本协议所预期交易而产生的任何及所有应缴销售税。

第二条 成交

II.1 成交。本协议所预期交易的完成（“成交”）应在 2026年11月30日 之前，依据出售批准令进行（或在双方同意及/或破产法院下令的其他日期进行（如适用，且以破产法院根据联邦破产程序规则 6004(h) 作出认定为条件）（“成交日”））。

II.2 卖方在成交时应交付的文件。在成交时，卖方应向买方交付以下文件，且该等文件应无留置权负担，惟允许留置权除外，并且均应由卖方适当授权并签署，且在买方合理酌情决定下可接受：

(a) 被购买资产的占有；

(b) 销售契据和/或买方认为适当的、以买方合理满意形式出具的背书、转让及其他充分且适当的让渡和转移文书，将被购买资产的所有权由卖方转移给买方，且不附带任何及所有留置权，惟允许留置权除外；

(c) 转让与承担协议；

(d) 以买方可接受的形式出具的宣誓书、证明及其他文件，用以证明代表卖方签署相关文件之人的授权；

（e）如出售批准令未授权在最大程度上依《破产法》第363条允许的范围内，将出售不受所有留置权（除允许留置权外）约束并免受其影响，则应就被购买资产上所有留置权（允许留置权除外）提供买方所需并要求的该等解除及终止声明；但前提是，本文任何内容均不应强制买方继续进行6
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如果出售批准令未根据《破产法》第 363 条在该条允许的最大范围内授权以不附带任何及所有留置权（许可留置权除外）的方式进行出售，则买方无义务完成交割；

(f) 为使卖方在已购资产中的全部权利、所有权和权益归属于买方，而可能被合理要求的其他转让和移转文件；

(g) 一份与承继合同有关、形式在合理上令买方满意的转让与承继协议（“转让与承继协议”），并经卖方正式签署；

(h) 卖方董事会授权签署和交付本协议及本协议拟议的所有文件并完成本协议拟议交易的决议；

(i) 卖方签署的证明，证明截至交割日，本协议所载卖方的所有陈述与保证在所有方面均真实且正确，并且本协议所载应于交割日前履行或满足的卖方所有承诺和协议均已于交割日前履行或满足；

(j) 一份用于编制美国国税局表格 1099- S 的信息申报表；以及

(k) 买方或其律师就本协议拟议交易可能合理要求的其他文件。

II.3 买方应在交割时交付的文件。在交割时，买方应向卖方交付以下各项：

(a) 交割购买价，并且如果截至交割日电力条件已全部满足，则还应支付额外购买价；

(b) 转让与承继协议；

(c) 买方授权签署和交付本协议及本协议拟议的所有文件并完成本协议拟议交易的决议；

(d) 买方签署的证明，证明截至交割日，本协议所载买方的所有陈述与保证在所有方面均真实且正确，并且本协议所载应于交割日前履行或满足的买方所有承诺和协议均已于交割日前履行或满足；以及

(e) 卖方或其律师就本协议拟议交易可能合理要求的其他文件。以及本文所述销售交易的完成。

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第三条

卖方的陈述与保证

作为促使买方签订本协议的诱因，各卖方在生效日及成交日，特此就下述事项向买方共同并分别作出陈述与保证，且如同该等陈述与保证已于成交日作出一样：

III.1 组织与授权。卖方1为一家公司，而卖方2为一家有限责任公司，且各卖方均已根据特拉华州法律正式设立、有效存续并处于良好信誉状态。本协议及卖方对其的签署已获得所有必要公司行动的正式授权。卖方已取得并目前维持在其财产性质或其活动性质要求其应取得资格的所有其他司法辖区内作为外国实体开展业务的全部资格。
在以破产法院签发出售批准令为前提下，卖方拥有签署并交付本协议以及完成本协议所预期交易的充分权力和授权。
在以破产法院签发出售批准令为前提下，本协议构成对卖方具有法律效力、有效且具约束力的协议，可依其条款强制执行。

III.2 政府授权。除破产法院的授权批准、7.4条所列批准以及卖方为完成本协议所预期交易而须在成交前适当取得、作出或提交的所有该等批准、授权、同意、通知和申报外，卖方签署、交付和履行本协议无需任何政府机构、机关或官员采取任何行动或向其提交任何文件。不存在任何其他同意、批准、授权、命令、许可或申报要求会妨碍、延迟或损害卖方完成本协议所预期交易或买方在成交后拥有或使用被购买资产的能力。

III.3 无冲突。在以出售批准令签发为前提下，卖方签署、交付及履行本协议并不会且将不会：(a) 违反各卖方的组织文件；(b) 违反适用于各卖方或被购买资产的任何适用法律或命令；(c) 导致与任何与被购买资产有关的重大合同发生违约或构成违约；或 (d) 导致在被购买资产上设立任何留置权，惟允许留置权除外。

III.4 诉讼。除在破产案件中披露的事项或附件“E”所列事项外，不存在针对卖方或影响被购买资产的任何待决或据卖方所知被威胁提出的诉讼、起诉、程序、仲裁、调查或政府询问，其可合理预期会实质性损害被购买资产或妨碍或延迟本协议所预期交易的完成。

III.5 被购买资产的充分性及所有权。各卖方已拥有，并且依据出售批准令及在成交时，买方将取得被购买资产的良好、有效且可转让的市场化所有权，且不受任何留置权约束，除本协议项下由买方明确承担的允许留置权外。卖方对以下事项拥有良好且有效的所有权，

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或对任何已购买资产拥有有效且可执行的转让权。任何已购买资产均不受任何转让限制或其他协议约束，而该等限制或协议会在交割后妨碍买方对其的所有权、使用或享有。

III.6 所需同意。除破产法院及批准所给予的同意、批准或授权，或向其作出的声明或提交事项外，不存在对卖方具有约束力的任何协议或其他文书，要求因本协议的签署、交付及履行而取得任何第三方的同意、批准、通知、提交、登记、授权、许可、要求或采取任何行动。

III.7 公用事业。卖方未收到任何书面通知，称为为已购买资产提供服务的任何供电、配电额度、互联权、公用事业服务、供水、排污、电信或其他公用事业将被削减、终止或作重大修改。就卖方所知，不存在任何会在交割后实质性妨碍该等公用事业权利转让或持续可用性的情形。

III.8 被承继合同。各卖方已向买方提供全部被承继合同的副本，以及其全部修订、附件、附录、放弃或其他变更文件；且据卖方所知，该等副本在所有重大方面真实、准确、完整，并构成被承继合同的全部文件。除向买方书面披露外，卖方未收到任何一方就任何尚未补救的被承继合同项下重大违约发出的书面通知。各卖方声明，其未采取或未未采取任何会损害其依据本协议承担并转让任何拟承继之被承继合同能力的行为。卖方应尽商业上合理的努力取得所有命令的签发，并采取一切合理必要措施，以便利买方指定的被承继合同之承继与转让。买方承认，破产法院未必会批准买方据此指定的全部合同的承继与转让；但如未能承继并转让买方指定的任何被承继合同，且合理预期会对已购买资产造成重大不利影响，则买方不承担完成交割的义务。

III.9 某些费用。除 DuFrayne LLC 以及 Manning Land 和 Manning Mineral LLC 外，卖方未聘用任何经纪人、介绍人、投资银行家或其他中介，也未因与本协议或本协议所设想的任何交易或其所设想的交易有关而产生任何投资银行费用、财务顾问费用、经纪费用、介绍费或其他类似费用责任。

III.10 某些事件通知。卖方应立即通知买方以下事项：

(a) 任何第三方发出的通知或其他书面通信，主张在完成本协议所设想交易时需要或可能需要该第三方同意；以及

(b) 与本协议所设想之交易有关或相关的、来自任何政府或监管机构或机关的任何重大书面通信。设备。

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III.11 设备。卖方的全部设备（“设备”）均为卖方所有，且在由卖方转让给买方时，买方将取得不附带任何留置权的所有权，但允许留置权除外。该等设备构成卖方拥有并与已购买资产相关使用的全部重要设备，并在实质上与生效日时状况相同，正常损耗除外。就卖方所知，任何重置成本超过 $500,000 的设备均不存在会妨碍其在交割后通电用于预定用途的重大缺陷；且自 2024年10月31日 起，该等设备未遭受任何火灾、洪水、事故、盗窃、恶意破坏或其他已对其造成重大损害的事件。除本协议或披露附表另有披露外，卖方未向任何第三方出租、许可或以其他方式授予任何占有或使用任何设备的权利。于交割时，买方应取得设备的良好且可转让所有权，不附带任何留置权，但允许留置权除外，并在可转让范围内取得全部保证、担保及类似权利。

III.12 许可。卖方持有就目前经营方式下对已购买资产的所有权及运营所必需的全部重要许可、执照、批准及政府授权，且该等许可均完全有效。

III.13 税款。各卖方已就已购买资产及时提交（或促使及时提交）所有应提交的重要纳税申报表，并已就截至交割日或之前结束的所有应税期间，及时缴纳或将及时缴纳各卖方就已购买资产应缴纳的全部税款，但因适当程序并善意争议中的税款除外。已购买资产上不存在任何税款留置权，依据适用法律自动产生且尚未到期应付税款所形成的允许留置权除外。卖方未收到任何与税款有关的、针对已购买资产的任何待决审计、检查或程序的书面通知，而该等事项会导致对已购买资产设立留置权，或以其他方式对其造成重大不利影响。

III.14 财务信息。

(a) 卖方已向买方提供卖方占有或控制且已由买方请求的、与已购买资产有关的全部财务报表、经营报表、公用事业账单记录、资本支出信息及其他财务或经营信息（统称“财务信息”）。

(b) 据卖方所知，交付给买方或供买方查阅的财务信息系依据卖方账簿和记录善意编制，在所有重大方面真实、准确、完整，并就适用期间在所有重大方面公允反映了其中所称反映的信息。卖方未故意遗漏任何为使财务信息整体上不具误导性所必需的重要信息。

(c) 自向买方提供最近一期财务信息之日起，卖方未获悉任何未以书面形式向买方披露的、对已购买资产财务状况或运营具有重大不利影响的变化。卖方已向买方提供其占有或控制范围内、与已购买资产有关且被买方请求的全部账簿、记录、公用事业信息、往来函件、报告、合同及其他文件的真实、准确、完整副本，在所有重大方面均如此。

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与已购买资产有关的、卖方占有或控制范围内且已由买方请求的资料。就卖方所知，该等账簿和记录在所有重大方面准确反映了其所声称包含的信息，且卖方未故意隐瞒任何买方请求的、与已购买资产有关的重要信息。

III.15 环境事项。除附件“F”所列事项外，据卖方所知：(a) 各卖方就已购买资产而言，现时以及在卖方拥有已购买资产期间，均在所有重大方面遵守适用的所有环境法律；(b) 卖方未收到任何政府机关或第三方发出的书面通知、要求、索赔、信息请求或其他书面通信，指称就已购买资产存在任何未决且尚未解决的环境法律重大违反或重大责任；(c) 未发生任何对已购买资产上、下、内或来自已购买资产的任何有害物质的排放、泄漏、处置或威胁性排放，而该等行为违反适用环境法律并合理预期会导致与已购买资产有关的重大责任；(d) 除附件“F”所披露者外，卖方未收到任何关于已购买资产存在地下储罐、含石棉材料、多氯联苯或其他受监管有害物质的书面通知；(e) 卖方已取得并在所有重大方面遵守与已购买资产所有权及运营有关且适用环境法律所要求的全部重要许可、执照及其他政府授权；且 (f) 不存在任何与已购买资产有关、根据任何环境法律进行的待决或据卖方所知受威胁的调查、行动或程序，而该等事项合理预期会导致重大责任或实质性妨碍买方在交割后对已购买资产的所有权、开发或使用。就本协议而言，“环境法律”系指与污染、人类健康或环境保护，或有害物质的制造、生成、使用、处理、储存、运输、排放或处置有关的所有适用联邦、州及地方法律，并包括其不时修订版本。
“有害物质”系指任何受任何环境法律监管的物质、材料或废物，但不包括按照适用环境法律通常使用、储存或保管的数量。

III.16 一般保证。卖方在此所作的任何陈述或保证，以及卖方根据本协议条款或就本协议所设想交易向买方提供或应提供的任何附件、附表、陈述或证明，均不包含且将不包含任何故意不实的重大事实陈述，亦不会故意遗漏或将不会遗漏任何为使其中所载或并入的陈述不致误导所必需的重大事实。

III.17 卖方陈述并保证：(i) 其并非《ERISA》第3(3)条所定义、并受ERISA第一编约束的“员工福利计划”，亦非《内国税收法典》第4975(e)(1)条所定义、并受该法典第4975条约束的“计划”，该法典为 1986（“税法典”）；且 (ii) 卖方的资产不构成就ERISA第一编或税法典第4975条而言的一个或多个该等计划的“计划资产”；且 (iii)(a) 卖方并非ERISA第3(32)条含义下的“政府计划”，且卖方的资产不构成一个或多个该等计划的计划资产；或者 (b) 由或 11
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并不违反适用于 Seller、规范政府计划投资及受托义务的州法规。

III.18 Seller 或任何 ERISA Affiliates（定义见下文）在过去六(6)年内，均未从任何“多雇主计划”中进行过“部分退出”或“完全退出”（含义见 ERISA 第4205条和第4203条），亦未因从任何“多雇主计划”中进行“部分退出”或“完全退出”而产生任何责任；未通过任何“评估通知”或任何类似函件主张此类责任，且不存在可能导致任何此类部分或完全退出的事件或情况；Seller、Property Manager 或任何 ERISA Affiliate 均未产生、也不可能因 ERISA 第 IV 篇或第302条而承担任何可能合理预期会导致 Buyer 承担责任的责任（“ERISA Affiliate”系指在任何时候，与 Seller 或 Property Manager 作为单一雇主依据 ERISA 第 IV 篇或第302条，或《税法》第414条(b)项或第414条(c)项一并处理的每一项贸易或业务（无论是否注册成立））。

III.19 Seller 承诺并保证，本协议所载全部陈述与保证在交割日时、并自交割日起应真实且准确，但在此之后不再如此。双方按其条款约定在交割后继续履行的承诺和协议（包括第5.4条和第10.6条）应依其条款在交割后继续有效。

III.20 无其他陈述或保证。除本协议另有规定外，Purchased Assets 以“as is”“where is”及“with all faults”方式出售，Buyer，或依据任何拍卖或 Bankruptcy Court 命令的任何最终最高出价人，特此确认并同意，Seller 对任何与 Purchased Assets 有关的事项均不作任何明示或默示的陈述或保证。Buyer 在交割时将按“as is”和“where is”接受 Purchased Assets。

第四条

买方的陈述与保证

IV.1 组织与授权。Buyer 为一家依据特拉华州法律正式设立、有效存续且信誉良好的有限责任公司。Buyer 具有签署并交付本协议以及完成本协议所设想交易的全部权力和授权，并已通过 Buyer 方面一切必要行动正式授权。以 Bankruptcy Court 颁布 Sale Approval Order 为前提，本协议构成对 Buyer 具有法律效力、有效且可强制执行的约束性协议，且其条款可依法执行。

IV.2 无冲突。Buyer 签署、交付并履行本协议将不会（i）违反任何现行法律、法规、规则、条例或政令的任何规定，或（ii）与下列事项相冲突，导致违约，或构成违约：
(a) Buyer 的任何设立证书或公司章程或公司内部规章；(b) 任何法院、政府机关、局或机构的任何命令、判决、裁定或判令；或 (v) 任何抵押、

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契约、租赁、合同或其他协议，或 Buyer 作为当事方或可能受其约束的 Buyer 或其财产或资产的任何承诺。

IV.3 Buyer 的调查。Buyer 正在对 Purchased Assets、Assumed Liabilities 以及 Assumed Contracts 进行其自身独立的审查和分析。Buyer 确认，其已获得机会就本协议所设想的交易开展其认为必要或适当的尽职调查。尽管有前述规定，Buyer 的调查不应限制、削弱或以其他方式影响 Seller 在本协议、任何 Seller Disclosure Schedule 或与本协议相关交付的任何其他文件中的陈述、保证、契约或义务。Buyer 有权依赖本协议中明确载明的 Seller 的陈述和保证的准确性与完整性，而 Seller 仍应对其任何违约承担责任。

IV.4 本协议中的任何内容均不得放弃或限制 Buyer 因 Seller 欺诈、故意不当行为、故意失实陈述或违反本协议而产生的任何权利或救济。Buyer 有能力满足 Bankruptcy Code 第365(b)条第(1)款(C)项和第365(f)条关于 Assumed Contracts 和 Assumed Liabilities 的条件。

IV.5 诉讼。截至本协议签署日，并无任何正在进行的针对 Buyer 的，或据 Buyer 所知威胁针对 Buyer 的，或影响 Buyer 的，且在任何方面质疑、寻求阻止、禁止、变更或实质延迟本协议所设想任何交易的，向任何法院、仲裁员或任何政府机构、机关或官员提起的诉讼、起诉、调查或程序。

IV.6 某些费用。除 Conestoga Real Estate LLC 和 CBRE 外，Buyer 未聘用任何经纪人、介绍人、投资银行家或其他中介，亦未就与本协议或本协议所设想的任何交易相关的任何投资银行费用、财务顾问费用、经纪费用、介绍费或其他类似费用承担任何责任。

IV.7 所需同意。除 Bankruptcy Court 的同意、批准或授权，或向其作出的声明或提交之外，不存在任何对 Buyer 具有约束力的协议或其他文书，要求因签署、交付和履行本协议而需要任何第三方的同意、批准、通知、备案、登记、授权、许可、许可、要求或行动。

IV.8 一般保证。Buyer 在此所作的陈述或保证，以及 Buyer 依据本协议条款或与本协议所设想交易相关向 Seller 提供或将提供的任何附件、附表、声明或证明，均不包含、也不会包含任何明知不实的重大事实陈述，亦不会明知遗漏或将会遗漏任何为使本协议所载或纳入本协议的陈述不致误导所必需说明的重大事实。

IV.9 财务能力。Buyer 现有且在交割时将具有足够的可用资金，用以支付购买价款及 Buyer 根据本协议应支付的所有其他款项，并完成本协议所设想的交易，且 Buyer 在本协议项下的义务不受任何融资条件限制。

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第五条

卖方与买方的契约

V.1 努力；进一步保证。Seller 和 Buyer 将以商业上合理的努力采取一切必要或适当的行动，并完成适用法律和法规要求下为实现本协议所设想交易所需的一切事项。
Seller 和 Buyer 同意签署并交付其他必要或适当的文件、证明、协议及其他书面材料，并采取其他必要或适当的行动，以便将 Purchased Assets 的可转让所有权转归 Buyer。

V.2 通知。若（i）Buyer 发现 Seller 对本协议所载任何陈述、保证、契约或协议存在重大违约，且该违约可由 Seller 补救，或（ii）Seller 发现 Buyer 对本协议所载任何陈述、保证、契约或协议存在重大违约，且该违约可由 Buyer 补救，则发现该违约的一方应依照本协议的通知条款，立即书面通知另一方。收到违约通知后，违约方在行使与之相关的任何救济前享有五(5)日以补救该违约。

V.3 交割前契约。作为本协议的重要条款：

(a) 自生效日起至交割日止，Seller 应以与生效日前即已适用的其维护标准一致的方式维护 Purchased Assets，且不得实施或允许实施任何浪费行为，或改变 Purchased Assets 的状况或外观，亦不得在未经 Buyer 书面同意并共同签署的情况下转让与 Purchased Assets 相关的任何其他权利。
Seller 应按既往惯例以正常业务过程运营、管理并维护 Purchased Assets，并应及时通知 Buyer 任何影响 Purchased Assets 的重大损害、意外事件、征收、政府行为或其他事件。Seller 应使所有与 Purchased Assets 有关的现行保险单在交割前始终保持完全有效，并且未经 Buyer 事先书面同意，不得修改、取消、终止或允许承保中断。Buyer 及 Seller，或其代表，有权在交割日前一日查看 Tarbush Property，除非 Buyer 另以书面形式放弃该权利，以确认 Purchased Assets 的状况。

(b) Seller 不得转让任何 Purchased Assets，不得在 Purchased Assets 上设立任何留置权，不得授予任何地役权或通行权，亦不得订立任何影响 Purchased Assets 或 Buyer 拟定用途的合同、租约、许可、协议、承诺或其他安排，除非该等事项在交割日当日及交割时可在未经 Buyer 事先书面同意的情况下予以取消。Seller 不得采取任何行动，亦不得不作为，而该等行为或不作为可合理预期会对 Buyer 对 Purchased Assets 的权利、其价值或完成本协议所设想交易的能力造成不利影响。

(c) Seller 应按既往惯例在正常经营过程中运营、管理并维护 Purchased Assets，并应以商业上合理的努力保持 Purchased Assets 及其相关商誉的完整。Seller 应14
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不得采取，或不作为而未采取，任何合理预期会实质损害已购资产价值或买方根据本协议完成拟议交易能力的任何行动。

(d) 未经买方事先书面同意，卖方不得修改、变更、终止、续期、延长、放弃任何承接合同项下的任何重大权利，亦不得订立任何新的承接合同，或同意对任何承接合同作出任何修改、变更或终止。

(e) 卖方应尽商业上合理努力，保全并维持与已购资产有关的所有许可、批准、授权、执照、公用事业配额、并网权、政府批准及其他权利持续有效，并且不得采取任何行动，亦不得不作为而未采取任何行动，而该等行动或不作为可合理预期会在交割后不利影响买方对该等权利的可转让性、可获得性或使用。

(f) 卖方应立即书面通知买方以下事项：(i) 已购资产的任何重大损坏或毁坏；(ii) 影响已购资产的任何征收或拟议征收；(iii) 与已购资产有关的任何违约、调查或执法行动的书面通知；(iv) 任何影响已购资产的重大索赔、诉讼或程序；或 (v) 任何可合理预期会导致重大不利影响或阻止或实质延误本协议所拟议交易完成的事件或情况。

(g) 卖方应在合理事先通知并于正常营业时间内，向买方及其代表提供对已购资产、承接合同、账簿和记录以及买方就本协议所拟议交易可合理请求的与已购资产有关的其他信息的合理查阅机会。

(h) 卖方应尽商业上合理努力取得出售批准令的签发，并满足卖方可控制的所有交割条件，并且不得采取任何可合理预期会延迟、损害或阻止本协议所拟议交易完成的行动。

(i) 卖方应保留与已购资产有关的全部账簿、记录、档案及其他文件，并且在交割前不得销毁、丢弃或实质性修改任何该等账簿、记录或文件，但在正常经营过程中并依照适用法律的情况除外。

(j) 未经买方事先书面同意，卖方不得就与已购资产有关的任何重大保险索赔、征收裁定或其他索赔进行和解、妥协或释放；该等同意不得被无理拒绝、附加条件或拖延。

V.4 交割后约定。作为本协议的重要条款：

(a) 在交割完成后，双方同意相互合作，并尽一切善意努力采取（或促使采取）所有行动，以及作出（或促使作出）根据

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适用法律为完成并使本协议所拟议的交易生效，包括但不限于：(i) 向买方提供已购资产的占有和所有权；以及 (ii) 协助买方获得对已购资产的接触和控制权。

第六条

破产事项；竞价程序

VI.1 破产申请文件。卖方应在商业上合理可行且无论如何不迟于提交前至少 (2) 个营业日，将代表卖方向破产法院提交的所有文件交付或促使交付给买方供其审阅并提出意见，包括卖方准备的、与已购资产或本协议所拟议交易有关或可能影响其的所有动议、申请、请愿、报表及支持性文件（包括命令和致相关方通知的格式）。
卖方代表卖方就本协议所拟议交易或已购资产拟向破产法院提交的所有动议、申请、请愿、报表及支持性文件，其形式和实质均须使买方和卖方合理满意。

VI.2 出售批准令。卖方和买方应尽商业上合理努力，相互配合、协助并商议，以促成在本协议日期之后签发出售批准令，并完成本协议所拟议的交易，包括提供供向破产法院提交的宣誓书或其他文件或信息，以便除其他事项外，向买方就其根据本协议履约提供必要保证，并就本协议所拟议交易提供任何证词，包括支持促成本协议的谈判系出于善意这一性质

VI.3 无竞价保护。买方确认并同意，买方无权获得，且特此放弃其在与本协议、拍卖或已购资产出售有关的任何解约费、费用补偿、终止费或任何其他形式的竞价保护方面的任何权利，并且买方特此放弃就其提交出价或参与拍卖而依据破产法第 503(b) 条提出实质性贡献请求的任何权利。

第七条

交割条件

VII.1 买卖双方义务的条件。买方和卖方完成本协议所拟议交易的义务以满足以下条件为前提：

(a) 破产法院应已签发出售批准令，并且截至交割日，该出售批准令应完全有效且未被中止、撤销或推翻。该出售批准令在形式和实质上应令买方合理满意，并且尤其应当：

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(i) 授权卖方签署并交付本协议，并批准本协议所拟议的交易；

(ii) 认定已购资产的转让合法、有效且可执行，并使买方取得对已购资产的有效所有权，且不附带任何留置权负担（任何允许留置权除外）；

(iii) 认定买方根据本协议支付的购买价款及其他对价构成对已购资产的公平合理对价；

(iv) 规定买方系依据破产法第 363(m) 条购买已购资产的善意买受人，并且就该出售而言，第 363(n) 条所列任何理由均不存在；

(v) 授权买方在其自行决定需要时，提交对已购资产上任何已登记留置权的终止或注销文件（允许留置权或法律要求的情形除外），并要求有担保方或留置权持有人在适用非破产法要求或买方请求时，签署由买方准备的解除、注销或清偿文件，供买方提交以清除已购资产上任何登记在案的留置权（允许留置权除外）；

(vi) 批准任何承接合同的承继与转让，并规定在买方或卖方（视适用而定）支付适用的补救费用（或其他约定金额）后，该合同相对方不得再就任何该等承接合同项下在交割前的违约向卖方、其遗产财产或债权人，或向买方提出任何剩余索赔；

(vii) 认定买方并未承担、且对卖方任何性质的任何负债均不负任何责任或义务，包括卖方就任何税款或任何交割前负债所承担的任何责任（除补救费用中所包含的、针对承接合同的，或其他已承担负债者外），无论该等责任在交割时是否已知或未知，无论是确定责任还是或有责任，亦无论其是否在交割时存在或于交割后产生，包括任何性质或类别的继受责任或替代责任，包括但不限于任何反垄断、环境、事实合并、继受或受让人责任、事实上的合并、仅仅延续或实质性延续等理论；以及

(viii) 豁免依《联邦破产程序规则》第 6004(h) 条或 6006(d) 条本应适用的任何暂缓执行。

(b) 不得有任何法院、审裁机构或政府实体发出的禁令、暂缓令或类似命令或法令处于有效状态，以限制、禁止、暂缓或阻止本协议所拟议交易的完成。

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VII.2 买方义务的条件。买方完成本协议所拟交易的义务以满足（或经买方豁免）以下条件为前提：

(a) 卖方已在所有重大方面履行其根据本协议应在交割日当日或之前履行的全部义务，但交割日之后应履行者除外；且

(b) 本协议中所载卖方的陈述和保证在交割日时以及截至交割日时均真实、准确，犹如在交割日时及截至交割日时作出的一样。

(c) 以下两种情形之一：

(i) 买方（或其关联方）作为承租人，与 Delaware Basin Ranches Inc. 作为出租人，就一份地块租赁协议（“地块租赁”）的签署与交付（“地块租赁签署”）；该地块租赁的条款和条件应合理为买方所接受，依据该协议，买方将租赁包括 Tarbush Property 在内的全部或部分地块（“地块租赁物业”）。地块租赁签署应在本协议交割之前或大体同时进行；或

(ii) 以买方合理可接受的条款和条件完成购销协议（“邻接物业购销协议”）的交割，以便买方收购在 Reeves County 的评税地块图中由地块编号 0014468 以及在 Pecos County 的评税地块图中由地块编号 00049-08031-00100-000000 标识的不动产地块（统称“邻接物业”）。邻接物业购销协议的交割应已经发生，或应在本协议交割时大体同时发生，且条款和条件应合理令买方满意。买方在交割时收购邻接物业，可由买方自行选择，通过受让卖方在下述 Option Assignment Agreement 项下的权利和利益来实现，该协议日期为 2026年6月11日，由 Lonestar Dream, Inc. 和 Lonestar Taproot LLC 以及 Manning Minerals,
LLC 订立（并经下述《期权转让协议修订案》修订，日期为 2026年7月1日）（“期权转让协议”）；根据该协议，卖方被转让了其中包括根据下述经修订并重述的期权协议所享有的权利，该协议日期为 2026年7月28日，生效日期为 2026年7月1日，由 Jeff Lindsay（“期权授予人”）与 Manning Minerals, LLC（“期权受让人”）这家德克萨斯州有限责任公司之间签订（“期权协议”）。如买方选择受让期权转让协议，则交割的进一步条件为：买方收到（x）卖方及期权受让人出具的书面确认（形式和内容均令买方满意），确认截至交割时，期权转让协议和期权协议均完全有效，并且对其当事人具有合法、有效、约束力并可执行；以及（y）由期权授予人签署的禁止反言证明，证明截至将期权转让协议转让给买方之时，期权协议完全有效，且对期权授予人具有合法、有效、约束力并可执行，并且 18
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且 Optioner 或 Optionee 未违反《期权转让协议》或其他现有条件，且在发出通知或时间届满，或二者兼有之后，将构成对《期权转让协议》的违约。

(d) 买方应已收到：(i) 来自 Texas-New Mexico Power Company（“TNMP”）的书面确认，确认向 Tarbush Property 所服务负载且由 ERCOT 认定为大型负载的 46 MW（“Tarbush 负载”）可提供不少于 BZ-650 的稳定输送容量，供数据中心使用，且不附带任何要求输电升级或进一步批准的条件，并确认买方已依据 ERCOT 协议被接受为 Tarbush 负载的卖方继受人；以及 (ii) 就与向 Tarbush Property 供电、输电或并网相关的每一项与 TNMP 或任何其他方签订的协议，已将该等协议连同所需任何同意一并转让给买方。

(e) 买方应已在交割时或之前收到以下任一文件：(i) 由每一名影响 Adjacent Property 的矿产权、租赁权或其他矿产授予或权益的登记持有人（“矿产权”）出具的书面地表使用豁免和/或协议，其形式和实质内容令买方满意，以允许其将 Adjacent Property 预定用于数据中心，并可在县契据记录中登记；或 (ii) 以费用简单权转让、转让或租赁权益形式取得的矿产权，其形式和实质内容令买方满意，以允许其将 Adjacent Property 预定用于数据中心，并可在县契据记录中登记；或 (iii) 令人满意的证明，证明该等矿产权已就 Adjacent Property 的权属记录被移除、解除、终止，或已以其他方式修改、从属化或解决，并令买方满意，以允许其在交割时将 Adjacent Property 预定用于数据中心；或者双方已就 Adjacent Property 上该等权属问题的其他解决方案达成一致。卖方应以商业上合理的努力协助买方识别适用的矿产权持有人，并在交割前取得所需文件或协议。本小段所述取得已签署权属文件、同意和协议的全部费用及其他对价均由买方承担。

(f) 自生效日起，不得发生任何事件、变化、情况或条件，而其已对已购买资产、与之相关的公用事业权利，或买方拟将 Ground Lease Property 或 Adjacent Property 开发或运营为数据中心的用途造成重大不利影响，或按合理预期将造成重大不利影响，其中包括任何重大事故、征收、公用事业容量损失、重大政府行为或任何已承担合同的重大终止。

(g) 为完成本协议所设想交易所需的一切必要政府批准、许可、授权、同意及申报均已取得或作出，并已完全生效且继续有效。

(h) 为完成本协议所设想交易所需的一切重大第三方同意（通过破产法院程序取得的除外）均已取得，并已完全生效且继续有效。

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(i) Pyote Agreement（如下定义）的交割应已大体上与本协议项下交割同时发生。

(j) 对 Tarbush Property 或 Adjacent Property 具有管辖权的任何政府实体均未制定、通过或发布任何法律、命令、暂停令或其他法律要求，无论临时或永久，其内容是：(i) 禁止、暂停或实质限制或附条件限制在任何该等物业上开发、建造或运营数据中心；或 (ii) 对任何该等物业或该等用途施加在生效日并不适用的分区、许可或其他土地使用批准要求；但前述规定不适用于在德克萨斯州适用于商业不动产的一般性法律、命令或要求，只要其并未特别适用于，或对数据中心、Tarbush Property 设想规模的电力负荷，或向此类负荷供电或互联施加特定要求。

VII.3 卖方义务的条件。卖方完成本协议所拟交易的义务以满足（或经卖方豁免）以下进一步条件为前提：

(a) 买方已在所有重大方面履行其根据本协议应在交割日当日或之前履行的全部义务；且

(b) 本协议中所载买方的陈述和保证在交割日时以及截至交割日时均真实、准确，犹如在交割日时及截至交割日时作出的一样。

VII.4 附加购买价款支付条件。买方根据第 1.6(c) 节支付附加购买价款的义务，以满足以下进一步条件为前提：

(a) 买方已收到形式和内容均合理令买方满意的所有政府及第三方许可、批准、同意、授权和协议，且该等许可、批准、同意、授权和协议为以下事项所必需（“批准”）：

(i) 在不实质减少或限制的情况下，于下列日期之前，将与 Tarbush Property 相关的当前及预期未来电力分配及相关电力权利（至 176MW，未来潜在增加至 300MW）（“电力权利”）转让给买方；

(ii) 建造、互联、送电、运营并维护变电站及相关电气基础设施，以便在 Ground Lease Property 或 Adjacent Property（视适用而定）上利用该等电力，用于开发和运营数据中心，包括但不限于为变电站搬迁或建设所需的与 Texas-New Mexico Power Company 订立的任何设施扩建协议；以及

(iii) 互联并取得：(A) 不迟于 Power Condition Date 时可获得的、176 MW 的电力负荷分配，适用于 Tarbush Property；但就本分款 (A) 而言，该批准可通过 ERCOT 和 Texas-New Mexico 的书面确认来满足

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在 ERCOT 完成正在进行的 Batch Zero 资格核实程序后，无条件确认项目负荷上限于 176MW，以及（B）如获准，依据最终爬坡里程碑，在 2029年12月31日 前可获得最高达 300 MW 的未来预期分配，无需就系统电力升级批准或使用 176MW 升级向输电服务提供商提供任何财务担保；双方理解，与电气连接、线路、变电站、设备、变压器、开关设备、电力分配系统、输电和配电设施、电缆、冷却基础设施、建筑物及其他客户侧改良设施等相关的一切成本、费用和收费，以及为使买方能够使用该等增加的电力而进行的全部数据中心基础设施建设，均应由买方支付，不构成卖方的责任，且在交割时不得从购买价或追加购买价中抵扣。

(b) 所有该等所需批准均应完全有效，并且不得包含任何会在电力条件日之前实质妨碍买方就地面租赁物业或邻近物业接入并使用 176MW 电力的条件或限制，前提是买方拟将地面租赁物业或邻近物业用作数据中心。

为免生疑，卖方对 ERCOT、TNMP 或任何其他政府主管机关或公用事业提供方就超出 176 MW 的未来电力扩展所施加的任何未来要求不作任何陈述或保证，包括但不限于任何设施扩展协议、互联点迁移、输电或配电系统升级、电容器组、变电站改造、建设成本、押金、预付款、担保要求、CIAC、最低收入承诺，或与将电力潜在增加至 300MW 相关的任何其他由公用事业施加的费用、成本或财务义务。

第八条

终止

VIII.1 终止事由。本协议在交割前可随时因以下原因终止：

(a) 卖方与买方书面共同同意；

(b) 由具有管辖权的法院作出命令，禁止、禁令或以其他方式阻止交割完成，或宣布本协议所设想的交易违法，且该命令已成为最终、具有约束力且不得上诉；但如果作出该命令是由于该方未能履行其在本协议项下的任何义务所致，则任何一方均不得根据本条终止本协议；

(c) 如交割未于 2026年11月30日 当日或之前发生，或未于双方同意的更晚日期（“截止日期”）发生，则买方或卖方均可终止；

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但如某一方因该方未履行其在本协议项下的任何义务而导致在外部日期之前未完成交割，则不得允许该方依据本条第 8.1(c) 款终止本协议；

(d) 买方，如本协议所列任何重要条件未由卖方满足，或第 7.2 条的条件未获满足，且该等条件无法得到满足，除非买方选择放弃该等满足；

(e) 卖方，如因买方违约而未依本协议完成交割，除非卖方选择放弃该等违约；但前提是，除非买方因违反本协议而未完成交割，卖方无权终止本协议或保留定金。为免生疑，若买方未完成交割系因卖方违约、未履行、未满足交割条件，或因任何非买方在本协议项下违约所致的其他情形，则买方有权取回定金；

(f) 买方，如其并非拍卖中的中标人或备选中标人，且卖方与中标人或备选中标人达成竞争交易；

(g) 买方，如破产案件被驳回或转换为《破产法》下第 7 章案件，或如在破产案件中任命了具有扩大权限以经营或管理卖方财务事务或重整事务的受托人或审查员；

(h) 买方，如卖方撤回或寻求获准撤回竞标程序/出售动议。

(i) 买方，如发生影响已购资产的重大损失或征收。

欲根据本条终止本协议的一方应依照本文通知条款向另一方发出该等终止通知。
尽管有上述规定，除与卖方依据第 8.1(e) 条终止本协议相关外，买方有权全额取得善意定金，而卖方无权保留、适用或以其他方式主张善意定金的任何部分。

VIII.2 终止的效力。

(a) 如买方依照第 8.1(d) 条终止本协议，买方有权在该等终止后 (3) 个营业日内取回善意定金（含利息）。

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（b）如卖方依照第 8.1(e) 条终止本协议，买方应没收善意定金，且该善意定金应作为清算损害赔偿金成为卖方财产。

(c) 如本协议依据第 8.1 条的任何其他小节终止，则该等终止对本协议任何一方不向另一方承担责任，且善意定金（含利息）应于该等终止后三 (3) 个营业日内返还买方。

第九条

卖方待履行合同的假设

IX.1 被假设合同。买方应独自负责，并应在交割时或之前支付或促使支付与被假设合同相关的全部补救费用。除附表“B”明确列示者外，买方无义务支付任何补救费用。卖方陈述并保证，附表“B”列明了每一份被假设合同的全部已知补救费用的完整且准确清单。

第十条

其他事项

X.1 进一步保证。于交割日之后，各方应签署并交付此后合理必要的进一步文件，并采取合理必要的行为，以按照本文所载条款将已购资产转让并移交给买方，并以其他方式遵守本协议条款并完成本文所 նախատես的交易。

X.2 通知。根据本协议发给任何一方的所有通知、请求及其他通信均应采用书面形式，通过电子邮件传送，并应按以下方式送达：

致卖方：Lonestar Dream Inc. 和 Lonestar Taproot LLC
收件人：Michael DuFrayne，首席重整官（CRO）
（mdufrayne@dufraynellc.com）

抄送：Stephen M. Packman, Esq.
（spackman@archerlaw.com）

致买方：CES Acquisitions LLC
收件人：Nader Pakfar，地产总法律顾问
（npakfar@crusoe.ai）

抄送：Elkins Kalt Weintraub Reuben Gartside LLP
收件人：Michael I. Gottfried, Esq.
（mgottfried@elkinskalt.com）以及 Cole F. Nicholas, Esq.（cnicholas@elkinskalt.com）

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凡此等通知、请求及其他通信，如在接收地时间下午5:00之前收到且该日为接收地的营业日，则视为在接收方收到之日已收到。否则，任何此类通知、请求或通信均视为在接收地的下一个营业日方始收到。

X.3 批量销售法。双方在此放弃遵守任何适用于向买方出售全部或部分购买资产的任何司法辖区的批量销售、批量转让或类似法律的规定。

X.4 费用。除本协议另有规定外，双方应各自承担与本协议及本协议所设想的交易相关的自身费用，包括但不限于任何法律、会计及其他专业费用，无论本协议所设想的交易是否最终完成。

X.5 弃权。任何一方未能或延迟行使本协议项下任何权利、权力或特权，均不构成对该等权利、权力或特权的放弃；单独或部分行使该等权利、权力或特权，也不妨碍其任何其他或进一步行使，或妨碍对任何其他权利、权力或特权的行使。本协议所提供的权利和救济是累积性的，并不排斥法律规定的任何权利或救济。

X.6 继受人和受让人。本协议的条款对双方及其各自的继受人和受让人具有约束力，并使其受益。
尽管本协议中有任何相反规定，买方有权在其自行且绝对酌情决定并且无需卖方事先同意的情况下，将本协议及其项下权利和义务全部或部分转让给买方的一家或多家关联方或一家或多家指定方（包括但不限于为完成本协议所设想交易而设立的任何实体）；但前提是，该等转让不解除买方在本协议项下的义务。未经买方事先书面同意，卖方不得全部或部分转让本协议或其项下权利。

X.7 风险承担。卖方同意承担在向买方转移该等财产权之日或之前发生的购买资产灭失或损坏风险。若在转移前，构成设备的购买资产任何部分已遭重大损坏、灭失或毁坏，或已不再处于良好运转状态，且若已发生影响购买资产的重大征收，则卖方应将该事实通知买方，且买方可选择：(i) 接受因该等毁坏、损坏、灭失或征收而应支付的全部保险或征收补偿金以及卖方应承担的任何免赔额；或 (ii) 同意按当前双方共同商定的灭失、损坏或毁坏之购买资产价值减少购买价款；或 (iii) 终止本协议并立即收回诚信保证金（连同利息）。

X.8 适用法律。本协议应依纽约州法律解释、履行并执行，并受其管辖，但不适用其冲突法原则）(无论是纽约州还是任何其他司法辖区的冲突法原则)，如适用该等原则会导致适用纽约州以外任何司法辖区的法律；但以该等法律被《破产法典》取代的范围为限。

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双方在此不可撤销地选择破产法院作为裁决与本协议有关或因本协议引起的任何事项的唯一司法论坛，并同意破产法院对此享有专属管辖权，并放弃就该等事项进行陪审团审判的任何权利。

本协议各方在适用法律允许的最大范围内放弃其就基于本协议或由本协议引起或与本协议相关的任何索赔或诉因享有陪审团审判的权利，适用于任何由任何一方针对任何其他一方或其任何受让人提起的任何类型之诉讼、程序或其他诉讼，无论涉及合同索赔、侵权索赔或其他索赔。

X.9 完整协议；修订；副本。本协议就其标的事项构成双方之间的完整协议，且仅可通过卖方和买方签署的书面文件予以修订。本协议可签署若干副本，每一副本均构成正本，而所有副本合并构成同一份文书。本协议在双方收到对方签署的本协议对应副本后即生效。

X.10 标题；标题栏；解释。本协议中的标题栏仅为便于参考而设，在解释或解读本协议时应予忽略。本协议中的标题仅为方便之用，绝无意用于描述、解释、界定或限制本协议的范围、广度或意图。
凡本协议中使用“包括”“包含”或“包括但不限于”字样时，应视为其后接有“无任何限制”字样。如出现歧义或关于意图或解释的问题，本协议应视为由双方共同起草，且不得因本协议任何条款的作者身份而推定任何有利于或不利于任何一方的解释或举证责任。

X.11 约束各方。本协议的条款和条件对双方及其各自的继承人、执行人、继受人和获准受让人具有约束力，并使其受益。

X.12 可分割性。除本协议另有规定外，如有管辖法院认定本协议任何条款不可执行，则该等条款应自动修正并解释为在法律或衡平法允许的最大范围内有效、生效并可执行，同时保留其原有意图。本协议任何部分或任何条款无效，不应导致本协议其余部分无效。

X.13 管辖权保留。凡与本协议最终完成及执行有关的任何及一切争议、分歧、解释或其他事项，均应并将继续归破产法院专属管辖，因此，任何诉状、诉因或其他

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任何请求救济者，均必须由寻求该等救济的一方向本法院提出。

X.14 DBR事项。买方确认破产法院在破产案件中作出的债务人与 DBR Land, LLC 之间的约定与同意令（“DBR和解令”）。在交割时，买方应向卖方签署并交付一份赔偿协议，其实质形式应与卖方与 Thor CALAP LLC 之间于2026年8月24日签订的《第一修订资产购买协议》（Tarbush）所附附件“A”中的买方赔偿协议相一致，并据实改为指向买方及本协议（“赔偿协议”）；且买方同意按 DBR和解令第6段的要求，将赔偿协议纳入出售批准令；但前提是，出售批准令除赔偿协议以及 DBR和解令第4段和第6段外，不应对买方规定任何有利于 DBR Land, LLC 或 Delaware Basin Ranches Inc. 的义务；并且进一步前提是，如 DBR Land, LLC 以书面形式同意（无论是就地面租赁还是其他方面）任何购买资产可保留在地面租赁物业上，则买方无义务移除该等购买资产，亦无义务恢复其所在的 Tarbush 物业部分。卖方应尽商业上合理的努力，在交割前向买方交付由 Delaware Basin Ranches Inc. 签署并致函买方的弃权证明，其基本形式应与该第一修订资产购买协议附件“A”相一致。本第10.14节在交割后继续有效。

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为昭信，双方已于生效日签署本协议。
卖方：
LONESTAR DREAM INC.
由：
姓名：
职务：
LONESTAR TAPROOT LLC
由：
姓名：
职务：
买方：
CES ACQUISITIONS LLC
由：
姓名：Nader Pakfar
职务：房地产总法律顾问
27
4921-8022-7027, v. 6

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附录 I

若干定义

“替代交易”系指在遵守本协议和法院规定的条款和条件的前提下，向高于买方出价的其他竞买人进行的经批准的出售。

“拍卖”系指在依据竞价程序提交更高且更优出价的情况下，由卖方举行的拍卖。

“竞价”、“竞价截止日”、“委员会”、“合格竞价”、“合格竞买人”、“诱购方资产购买协议”、“诱购方竞买人”和“中标竞买人”分别具有竞价程序中赋予上述术语的含义。

“竞价程序”系指依据并附于竞价程序命令的、规范拟出售资产的营销、拍卖及竞标的程序。

“竞价程序/出售动议”系指请求作出以下命令的动议：(i) 竞价程序命令，以及 (ii) 出售批准命令，其形式和实质内容应令买方合理满意。

“竞价程序命令”系指破产法院于 2026年8月17日 作出的命令：(I) 批准出售实质上全部债务人资产的竞价程序，(II) 授权债务人指定诱购方竞买人，(III) 安排拍卖并批准对此的通知形式和方式，(IV) 批准对指定待履行合同和未到期租约的承担和转让或拒绝的程序，(V) 安排出售听证会并批准对此的通知形式和方式，以及 (VI) 授予相关救济。

“营业日”系指非星期六、星期日，且纽约州纽约市的银行机构无需开门营业的任何一天。

“请求权”系指任何请求、要求、评定、判决、命令、裁定、诉讼、诉因、诉讼程序、诉讼、调查或其他程序。

“竞争交易”系指与某一竞买人进行的交易，该竞买人向卖方提出了高于买方就拟购买资产提出的购买价格且更优的购买价格，并且该更高且更优的竞价已获破产法院命令批准。

“补救费用”系指为补救根据破产法第 365(b)(1) 条或为根据破产法促使债务人承担并向买方转让已承担合同而必须补救的任何金钱违约所应支付的全部金额。

“数据中心”系指全部或部分拟用于安置、供电、冷却、互联或运行计算、数据处理、数据

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存储、网络、通信或类似信息技术或电子设备，用于高性能计算、人工智能、机器学习、云计算、托管或机柜托管运营的任何设施；为免生疑义，该等设施不包括主要用于挖掘比特币或其他加密货币、数字资产、代币或类似基于区块链资产而运营的设施。

“债务人”指 Lonestar Dream, Inc. 和 Lonestar Taproot LLC。

“遗产”系指卖方的破产遗产，由破产案件中申请日债务人的全部资产、权利和利益构成。

“最终命令”指未被暂停执行或效力的命令或判决，且就该命令或判决（或其任何修订、修改或变更）而言，上诉或请求复审或再审的期限已届满，并且未提出且尚未待裁定任何上诉、复审申请或重新辩论动议。

“政府实体”指任何联邦、州、地方或外国的政治分支、法院、行政机构、委员会、局、专员会、部或其他政府机关或机构。

“法律”指任何法律、法规、条约、规则、指令，或任何政府实体的规章或命令。

“责任”指任何责任或义务，无论已知或未知、已主张或未主张、绝对或或有、已发生或未发生、已确定金额或未确定金额，以及无论是否到期，不论何时被主张。

“重大不利影响”指任何事件、变化、情形、发生、影响、发展或事实状态，其单独或合并：(a) 已对已购资产产生重大不利影响，或可合理预期将对已购资产产生重大不利影响；或 (b) 可合理预期将阻止、重大延迟或重大妨碍卖方完成本协议所设想的交易的能力；但前提是，以下任何事项，无论单独还是组合，均不得被视为构成重大不利影响，或在判断是否存在重大不利影响时予以考虑：(i) 普遍的经济、监管或政治状况或整体金融、信贷或证券市场的变化（包括利率或汇率变化）；(ii) 普遍影响本业务所处行业的变化；(iii) 法律或 GAAP 的变化（或其权威解释的变化）；(iv) 任何自然灾害、天灾、流行病、疫情或疾病暴发；(v) 任何恐怖主义、破坏、网络攻击、军事行动或战争行为；或 (vi) 本协议所设想的交易或破产案件的公告或待决状态；但进一步规定，第 (i) 至 (v) 款所指的任何事件、变化、情形、发生、影响、发展或事实状态，若对已购资产造成不成比例的不利影响，则可在判断是否发生重大不利影响时予以考虑。

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“命令”系指任何政府实体或仲裁员作出的判决、令状、判令、合规协议、禁令、规则、裁决、和解协议或命令。

“许可”系指从政府实体取得或须从政府实体取得的全部许可、执照、授权、登记、特许、批准、证书、变更许可及类似权利。

“诉讼程序”系指由或在任何法院或其他政府实体、或由任何仲裁员或仲裁庭发起、提起、进行或审理的任何诉讼、起诉、诉讼、仲裁、程序（包括任何民事、刑事、行政、调查或上诉程序）、听证、审计、检查或调查。

“人”应作广义解释，包括个人、合伙企业、公司、有限责任公司、协会、股份公司、信托、合资企业、非法人组织，或包括政府实体（或其任何部门、机构或政治分支）在内的其他实体。

“Pyote Agreement”系指本协议日期签订的某项资产购买协议，由LONESTAR DREAM INC.（特拉华州公司）作为卖方、LONESTAR TAPROOT LLC（特拉华州有限责任公司）作为卖方以及Buyer作为买方订立，并与本协议大致同时签署。

“Tax”或“Taxes”系指任何联邦、州、地方或外国的所得税、总收入税、执照税、工资税、雇佣税、消费税、离职税、印花税、职业税、溢价税、暴利税、环境税、关税、资本股税、特许经营税、利润税、预扣税、社会保障税（或类似税）、失业税、残障税、不动产税、动产税、销售税、使用税、转让税、登记税、增值税、替代或附加最低税、估算税或任何其他种类的任何税，无论是否存在争议，包括与之相关的任何利息、罚金或附加额。

“Tax Return”系指任何与Taxes有关的报税表、申报书、报告、退税申请或信息申报表或声明，包括其任何附表或附件，以及其任何修订。

“Sale Approval Order”系指一项在形式和实质上均令Buyer满意的破产法院命令，除其他事项外，该命令：(a) 批准：(i) 本协议以及Debtor对本协议及本协议所设想的其他文书和协议的签署、交付和履行；(ii) 向Buyer出售Purchased Assets且不附带任何Liens；
(iii) 按照本协议所载条款将Assumed Contracts转让并移交给Buyer；以及(b) 认定Buyer为善意购买人。

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对应原文第 39 页

附表 A 购入资产

资产编号 实体 总账科目 发票 使用地点 服务文档编号 供应商名称 资产描述
日期
F004 Lonestar 家具及固定装置 08/21/2024 08/21/2024 Fucheng Huaying 钢结构移动住宅
Taproot 固定装置 集成住房公司
F005 Lonestar 家具及固定装置 08/21/2024 08/21/2024 Fucheng Huaying 钢结构移动住宅
Taproot 固定装置 集成住房公司
V003 Lonestar 车辆 07/11/2023 08/01/2023 Silverado Ram Country Fort 2015 Chevrolet White
Dream Dream Stockton Silverado15 序列号：
3GCPCREC0FG222815
LI002 Lonestar 土地 06/01/2022 09/01/2022 25308Tarbush All State Fence 6'11 规格链环围栏
Taproot 改良工程 公司围栏，安装三
道带刺铁丝
Tarbush
LI004 Lonestar 土地 07/31/2022 09/01/2022 1001Tarbush Blue Bison 输水管线项目
Taproot 改良工程 工业承包商与材料
服务有限责任公司 Tarbush
LI005 Lonestar 土地 05/05/2022 09/01/2022 522001 Boland Field 行权范围播种
Taproot 改良工程 服务有限责任公司
LI006 Lonestar 土地 07/22/2022 09/01/2022 51612Tarbush Bullseye Field 100 吨河石
Taproot 改良工程 服务有限责任公司 砾石工程

LI008 Lonestar 土地 12/31/2021 09/01/2022 2130-002 Charis Charis Engineering 土木、
Taproot 改良工程 工程有限责任公司 机械及电气
设计
LI009 Lonestar 土地 08/31/2022 09/01/2022 INV0024174 DBR Land LLC 损害白垩质和解
Taproot 改良工程 付款
LI012 Lonestar 土地 04/18/2022 09/01/2022 变更单 3 Westwood 增加 80'x150x 垫层，配合 Taproot 改良工程 运输
有限责任公司。 坡道 Tarbush
LI015 Lonestar 土地 07/01/2022 09/01/2022 1246 Westwood 50 车载碎石
Taproot 改良工程 运输有限责任公司。 运送与平整，使用反铲
LI016 Lonestar 土地 08/03/2023 09/01/2022 4529 Chatos Aggregate 运输 25 车载碎石
Taproot 改良工程 运输有限责任公司 在蚁箱周围 GDA
LI017 Lonestar 土地 02/28/2022 09/01/2022 86442 与 86937 DBR Engineering 为电力提供工程服务
Taproot 改良工程 顾问公司 从公司的馈线
线路到 72 套矿
系统

BD008 Lonestar 土地 05/04/2022 09/01/2022 变更单 Westwood 12 灯杆 Tarbush
Taproot 改良工程 4Tarbush 运输有限责任公司。
AIR140 Lonestar 土地 06/02/2022 09/01/2022 08Tarbush West Tex Field 12 灯杆及座椅 22
Taproot 改良工程 服务有限责任公司 变压器
R001 Lonestar 供使用权 12/02/2021 08/01/2022 DBR Land LLC Pecos Tarbush 土地租赁
Taproot 资产 20 年
BD003 Lonestar 建筑物 03/31/2022 09/01/2022 ICJE4 Lonestar Dream Chao Suan Tarbush 场地 3D
Taproot Inc. 型号

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TF002 Lonestar 变压器 09/30/2021 09/01/2022 YJ0001200004- Jiangsu Huapeng Jiangsu Huapeng 193MVA,
Taproot 20210920 Transformer Co., 3P, 60HZ
LTD.

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资产编号 # 实体 总账科目 发票日期 投入使用日期 单据编号 供应商名称 资产描述
日期
TF005 Lonestar Transformers 01/25/2022 09/01/2022 INV-85345 Maddox Industrial MT13797-S 500 kVA
Taproot Transformer Padmount Transformer HV:
24940 GY 14400 LV: 480
Y 277 未安装
TF006 Lonestar Transformers 01/25/2022 09/01/2022 INV-85345 Maddox Industrial MT13799-S 500 kVA
Taproot Transformer Padmount Transformer HV:
24940 Y 14400 LV: 208 Y
120 安装于Tarbush
Substation
TF007 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., SN: HPT003100145
LTD. 安装于Tarbush
Substation

TF008 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., SN: HPT003100128
LTD. 安装于Tarbush
Substation
TF009 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., SN: HPT003100119
LTD. 安装于Tarbush
Substation
TF010 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., SN: HPT003100131
LTD. 安装于Tarbush
Substation
TF011 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., SN: HPT003100135
LTD. 安装于Tarbush
Substation

TF012 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., SN: HPT003100124
LTD. 安装于Tarbush
Substation
TF013 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., SN: HPT003100142
LTD. 安装于Tarbush
Substation
TF014 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., SN: HPT003100122
LTD. 安装于Tarbush
Substation
TF015 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA

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Taproot 20210728 Transformer Co., SN: HPT003100140
LTD. 安装于Tarbush
Substation

TF016 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., SN: HPT003100146
LTD. 安装于Tarbush
Substation
TF017 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., SN: HPT003100133
LTD. 安装于Tarbush
Substation

TF018 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., SN: HPT003100144
LTD. 安装于Tarbush
Substation

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4921-8022-7027, v. 6

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资产编号 实体 总账科目 发票 使用地点 服务文档编号 供应商名称 资产描述
日期
TF019 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 变压器公司，序列号：HPT003100126
LTD. Installed in Tarbush
Substation
TF020 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 变压器公司，序列号：HPT003100139
LTD. Installed in Tarbush
Substation
TF021 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 变压器公司，序列号：HPT003100121
LTD. Installed in Tarbush
Substation
TF022 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 变压器公司，序列号：HPT003100136
LTD. Installed in Tarbush
Substation

TF023 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 变压器公司，序列号：HPT003100143
LTD. Installed in Tarbush
Substation
TF024 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 变压器公司，序列号：HPT003100127
LTD. Installed in Tarbush
Substation
TF025 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 变压器公司，序列号：HPT003100138
LTD. Installed in Tarbush
Substation
TF026 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 变压器公司，序列号：HPT003100129
LTD. Installed in Tarbush
Substation

TF027 Lonestar Transformers 09/20/2021 09/01/2022 YJ0001200004- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210920 变压器公司，序列号：HPT003100117
LTD. Installed in Tarbush
Substation
TF028 Lonestar Transformers 09/20/2021 09/01/2022 YJ0001200004- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210920 变压器公司，序列号：HPT003100130
LTD. Installed in Tarbush
Substation
TF029 Lonestar Transformers 09/20/2021 09/01/2022 YJ0001200004- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210920 变压器公司，序列号：HPT003100275

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LTD. Installed in Tarbush
Substation
TF030 Lonestar Transformers 09/20/2021 09/01/2022 YJ0001200004- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210920 变压器公司，序列号：HPT003100111
LTD. Installed in Tarbush
Substation

ST001 Lonestar Substations Various 09/01/2023 Priority Power Tarbush 变电站
Taproot Infrastructure Management LLC
及其他
CN019 Lonestar Computer & 02/28/2022 09/01/2022 INV0112&0116 CNO Fiber & Cat6 Cable &

Taproot Network &117 Technologies, SonicWall 防火墙
Equipment LLC
TM005 Lonestar Tools, 05/09/2022 09/01/2022 OrderSP6734 MotoBuys TrailMaster Taurus 200GX
Dream Machinery & 高尔夫球车
Equipment

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4921-8022-7027, v. 6

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资产编号 实体 总账科目 发票 使用地点 服务文档编号 供应商名称 资产描述
日期
TM007 Lonestar Tools, 04/01/2022 09/01/2022 TAPROOT001 Coastal Power & Atlas Copco QAS120 JDS
Taproot 机械及设备 拖车式发电机
Equipment 序列号 HOP100994
TM008 Lonestar Tools, 05/25/2022 09/01/2022 206725063-001 United Rentals 压缩机 XAS185KD7
Taproot 机械及电力与暖通空调 CFM Tier4 序列号：
Equipment 4500A1019FR051101
V006 Lonestar Vehicles 05/31/2022 09/01/2022 09-494694 National Storage Nationwide Trailers Look
Taproot Taproot Tank, Inc. CP,CR,7X16 年份：2023 序列号：
53BMTEA25PR010746
V008 Lonestar Vehicles 02/28/2022 04/01/2022 338255 Out West Feed & Kubota
Taproot Taproot Supply RTV-XG850WLH22 序列号：
A5KH1PGNCNG030387
V009 Lonestar Vehicles 04/12/2022 09/01/2022 01-98181 Ag. Equipment Kubota
Taproot Taproot Inc. RTV-XG850WGLA22 序列号：
A5KH1PGNENG030288

V011 Lonestar Vehicles 04/22/2022 09/01/2022 Driscoll Motors 2015 F350 从以下处购买
Taproot Taproot Driscoll Motors
HD052 Lonestar Cooling 03/14/2022 09/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System - Systems, LLC Tigerflow VMS 泵位于 Hydro Tarbush 泵房
HD053 Lonestar Cooling 03/14/2022 09/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System - Systems, LLC Tigerflow VMS 泵位于 Hydro Tarbush 泵房
HD054 Lonestar Cooling 03/14/2022 09/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System - Systems, LLC Tigerflow VMS 泵位于 Hydro Tarbush 泵房
AIR029 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500755-6 安装于 Tarbush
A1

AIR030 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500816-7 安装于 Tarbush
A2
AIR031 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500689-0 安装于 Tarbush
A3
AIR032 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500823-3 安装于 Tarbush

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A4
AIR033 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500686-3 安装于 Tarbush
A5
AIR034 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500717-6 安装于 Tarbush
A6

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资产编号 实体 总账科目 发票 使用地点 服务文档编号 供应商名称 资产描述
日期
AIR035 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500719-7 安装于 Tarbush
A7
AIR036 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500693-0 安装于 Tarbush
A8
AIR037 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500720-0 安装于 Tarbush

A9
AIR038 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500818-8 安装于 Tarbush
A10
AIR039 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500289-4 安装于 Tarbush
A11
AIR040 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU

500607-7 安装于 Tarbush
A12
AIR041 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500340-0 安装于 Tarbush
A13
AIR042 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500345-8 安装于 Tarbush
A14
AIR043 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain

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T04SJYX-25S4 BTMU
500240-4 安装于 Tarbush
A15
AIR044 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500531-6 安装于 Tarbush
A16
AIR045 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500238-5 安装于 Tarbush
A17
AIR046 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain Air-Cooled Antbox N5 V2 x Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500278-6 安装于 Tarbush
A18

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资产编号 # 实体 总账科目 发票日期 服务中的位置 单据编号 供应商名称 资产描述
日期
AIR047 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500311-8 已安装 Tarbush
B1
AIR048 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500251-2 已安装 Tarbush
B2
AIR049 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500696-6 已安装 Tarbush

B3
AIR050 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500347-9 已安装 Tarbush
B4
AIR051 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500316-5 已安装 Tarbush
B5
AIR052 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU

500335-5 已安装 Tarbush
B6
AIR053 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500610-1 已安装 Tarbush
B7
AIR054 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500379-8 已安装 Tarbush
B8
AIR055 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain

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T04SJYX-25S4 BTMU
500818-5 已安装 Tarbush
B9
AIR056 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500655-0 已安装 Tarbush
B10
AIR057 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500688-4 已安装 Tarbush
B11
AIR058 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x

Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500694-5 已安装 Tarbush
B12

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对应原文第 45 页

资产编号 # 实体 总账科目 发票日期 服务中的位置 单据编号 供应商名称 资产描述
日期
AIR059 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500698-7 已安装 Tarbush
B13
AIR060 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500642-0 已安装 Tarbush
B14
AIR061 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500692-4 已安装 Tarbush

B15
AIR062 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500317-0 已安装 Tarbush
B16
AIR063 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500638-0 已安装 Tarbush
B17
AIR064 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU

500617-0 已安装 Tarbush
B18
AIR065 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500257-5 已安装 Tarbush
C1
AIR066 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500697-1 已安装 Tarbush
C2
AIR067 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain

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T04SJYX-25S4 BTMU
500815-1 已安装 Tarbush
C3
AIR068 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500712-9 已安装 Tarbush
C4
AIR069 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500613-8 已安装 Tarbush
C5
AIR070 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x

Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500372-0 已安装 Tarbush
C6

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对应原文第 46 页

资产编号 # 实体 总账科目 发票日期 服务中的位置 单据编号 供应商名称 资产描述
日期
AIR071 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500606-1 已安装 Tarbush
C7
AIR072 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500723-7 已安装 Tarbush
C8
AIR073 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500822-8 已安装 Tarbush

C9
AIR074 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500804-3 已安装 Tarbush
C10
AIR075 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500369-5 已安装 Tarbush
C11
AIR076 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU

500820-7 已安装 Tarbush
C12
AIR077 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500614-3 已安装 Tarbush
C13
AIR078 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500314-4 已安装 Tarbush
C14
AIR079 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain

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T04SJYX-25S4 BTMU
500260-0 已安装 Tarbush
C15
AIR080 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500346-3 已安装 Tarbush
C16
AIR081 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500620-4 已安装 Tarbush
C17
AIR082 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x

Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500342-1 已安装 Tarbush
C18

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对应原文第 47 页

资产 # 实体 总分类账账户 发票 送达地点 服务中 文档编号 供应商名称 资产描述
日期
AIR083 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500338-1 已安装 Tarbush
D1
AIR084 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500611-7 已安装 Tarbush
D2
AIR085 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500624-7 已安装 Tarbush

D3
AIR086 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500341-6 已安装 Tarbush
D4
AIR087 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500616-4 已安装 Tarbush
D5
AIR088 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU

500824-9 已安装 Tarbush
D6
AIR089 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500339-7 已安装 Tarbush
D7
AIR090 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500628-8 已安装 Tarbush
D8
AIR091 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain

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T04SJYX-25S4 BTMU
500261-5 已安装 Tarbush
D9
AIR092 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500295-5 已安装 Tarbush
D10
AIR093 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500320-5 已安装 Tarbush
D11
AIR094 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500623-0 已安装 Tarbush
D12

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对应原文第 48 页

资产编号 实体 总账科目 发票 所在服务 文档编号 供应商名称 资产描述
日期
AIR095 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500622-5 已安装 Tarbush
D13
AIR096 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500603-5 已安装 Tarbush
D14
AIR107 Lonestar Cooling 04/18/2022 09/01/2022 3 West Tex Field Setup Antboxes 与连接
Taproot System - Air Services, LLC 到变压器
AIR110 Lonestar Cooling 04/12/2022 09/01/2022 6019 Elite Drillers Tarbush 水井 -
Taproot System - Air Corporation 水井钻探及泵安装

AIR111 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank（用于储存和循环水
以供冷却矿机的水幕使用）
AIR112 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR113 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR114 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR115 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR116 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank

AIR117 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR118 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR119 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR120 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR121 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR122 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank

AIR123 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR124 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道

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Taproot System - Air Tank
AIR125 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank

AIR126 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR127 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR128 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR129 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank

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对应原文第 49 页

资产编号 实体 总账科目 发票 所在服务 文档编号 供应商名称 资产描述
日期
AIR130 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR131 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR132 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR133 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR134 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型号管道
Taproot System - Air Tank
AIR135 Lonestar Cooling Various 09/01/2023 4523 Chatos Aggregate Water Pit GDA
Taproot System - Air Hauling, LLC/ 51
Oilfield Services
LLC
AIR136 Lonestar Cooling Various 09/01/2023 GDA Bullseye Field Tarbush Site Modification
Taproot System - Air Services GDA
LLC/Childs
Corporation/IMG
Foam Installation

AIR137 Lonestar Cooling 07/03/2023 08/01/2023 1003 Steady Arms 排风扇系统
Taproot System - Air Service LLC
AIR139 Lonestar Cooling 04/01/2022 02/01/2022 CapLbrRecls Lonestar Dream To Allocate Capitalized
Taproot System - Air Inc. Labor to the Cooling
Systems
CIP002 Lonestar Construction 03/31/2022 09/01/2022 PB50402 JNL Steel Building #4 材料
Taproot in Progress Components, Inc
CIP003 Lonestar Construction 06/27/2022 09/01/2022 1192Tarbush Westwood Pad 1100’x25’ for Taproot in
Progress Transport, LLC. 浸没式建筑
Tarbush
EL001 Lonestar Electrical 04/06/2022 09/01/2022 #1 动员 Ortiz Electric, 人工、材料、分包商与
Taproot Systems LLC 设备 Tarbush
EL002 Lonestar Electrical 05/01/2022 09/01/2022 #2 Ortiz Electric, UG Dondult Tarbush
Taproot Systems LLC
EL003 Lonestar Electrical 05/01/2022 09/01/2022 #2 Ortiz Electric, 接地 Tarbush
Taproot Systems LLC

EL004 Lonestar Electrical 05/19/2022 09/01/2022 #3 变更订单 Ortiz Electric, 人工-设备-每日津贴
Taproot Systems 1 LLC
EL005 Lonestar Electrical 05/25/2022 09/01/2022 #7 变更订单 Ortiz Electric, 线耳及安装硬件
Taproot Systems 4 LLC 用于 XFMR
二次侧和 ant box
电力接入点
Tarbush

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EL006 Lonestar Electrical 05/25/2022 09/01/2022 #6 变更订单 Ortiz Electric, 场地工程、土建及地下
Taproot Systems 3 LLC 导管安装 Tarbush
EL007 Lonestar Electrical 05/25/2022 09/01/2022 #5 变更订单 Ortiz Electric, Deadbreak 弯头采购
Taproot Systems 2 LLC 及安装 Tarbush
EL008 Lonestar Electrical 05/31/2022 09/01/2022 #4 Ortiz Electric, 人工、材料、分包商与

Taproot Systems LLC 设备 Tarbush
EL009 Lonestar Electrical 06/10/2022 09/01/2022 #8 Ortiz Electric, 双周进度计费
Taproot Systems LLC (SOV004) Tarbush
EL010 Lonestar Electrical 06/10/2022 09/01/2022 #9 Ortiz Electric, 人工、材料、分包商与
Taproot Systems LLC 设备 Tarbush
EL011 Lonestar Electrical 06/15/2022 09/01/2022 #10 Ortiz Electric, Tarbush 泵房及
Taproot Systems LLC 电力电路安装
EL012 Lonestar Electrical 06/27/2022 09/01/2022 #11 Ortiz Electric, 人工、材料、分包商与
Taproot Systems LLC 设备 Tarbush

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对应原文第 50 页

资产 # 实体 总账科目 发票 Srv中的位置 文件编号 供应商名称 资产描述
日期
EL013 Lonestar Electrical 07/12/2022 09/01/2022 变更单 9 Ortiz Electric，未使用材料贷项
Taproot Systems LLC Tarbush
EL014 Lonestar Electrical 07/19/2022 09/01/2022 变更单 #7 Ortiz Electric，228ea-2H 600 MCM
Taproot Systems LLC 铝制线耳与 60ea-1H
600MCM 机械线耳
Tarbush
EL015 Lonestar Electrical 07/25/2022 09/01/2022 #16 Ortiz Electric，人工、材料、分包与
Taproot Systems LLC 设备 Tarbush
EL016 Lonestar Electrical 07/25/2022 09/01/2022 #14 Ortiz Electric，T&M 7/7/22 - 7/13/22
Taproot Systems LLC
EL017 Lonestar Electrical 07/26/2022 09/01/2022 #13 Ortiz Electric，人工、材料与
Taproot Systems LLC 设备 Tarbush
EL018 Lonestar Electrical 08/11/2022 09/01/2022 #17 Ortiz Electric，Taproot Systems LLC 截止 7/25/22 周的工时
与
8/5/22

EL019 Lonestar Electrical 08/16/2022 09/01/2022 #18 Ortiz Electric，Taproot Systems LLC 截止 8/8/22 周的工时与
8/12/22
EL020 Lonestar Electrical 08/31/2022 09/01/2022 #19 Ortiz Electric，进度计费 SOV #8
Taproot Systems LLC
EL021 Lonestar Electrical 08/31/2022 09/01/2022 #20 Ortiz Electric，Taproot Systems LLC 截止 8/21/22 周的工时
与
8/28/22
EL022 Lonestar Electrical 08/31/2022 09/01/2022 #21 Ortiz Electric，变更单 - 材料
Taproot Systems LLC 费用报销
EL023 Lonestar Electrical 07/21/2023 08/01/2023 24488 KTX Electric LLC 电表安装 GDA
Taproot Systems
EL024 Lonestar Electrical 12/04/2024 01/01/2025 THI Energy 电气升级
Taproot Systems Consultants, LLC
CT002 Lonestar Containers 03/31/2023 04/01/2023 TMPShanghaild Shanghai Ide 20 英尺集装箱 GESU

Taproot e Industrial Co., Ltd 3596639

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附录 B

假定合同
1. Lonestar Taproot LLC 与 Tejas Extreme Logistics 之间的主服务协议，生效日期为 1/30/2026
2. FiberLight 的专用互联网接入产品订单编号 OPP-170487-066778 和 OPP-170487-066779
3. 选项转让协议，日期为 2026年6月11日，由 Lonestar Dream, Inc、Lonestar Taproot LLC 和 Manning Minerals, LLC 订立，并根据日期为 2026年7月1日 的该等《选项转让协议修正案》其后经修订
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附录 C

排除资产

1. 所有现金及现金等价物，无论位于何处。

2. 所有数字货币及其收益。

3. 所有预付费用、保证金，包括 Regional Electricity Providers 的保证金，以及预付款。

4. 所有账户，包括应收账款

5. 数据室中提交的、标记为“LDI_LDT Excluded Asset List 12/31/2025”的 Excel 文件中所列的固定资产清单。

6. 卖方的全部权利、利益、索赔、请求和诉因，包括但不限于除假定及受让合同之外的所有合同和租约项下的权利。

7. 所有避免性诉讼，包括但不限于根据《美国法典》第 5 编第 11 章产生或与之相关的全部权利、索赔和诉因，包括但不限于根据破产法典第 502(d)、544、545、547、548、549、550、551 和 553 条产生的所有避免性诉讼和索赔，以及根据破产法典提出的任何其他避免、追收或相关索赔或诉因，并包括由此产生的全部收益、追偿及其他权利。

8. 与截至交割日或交割日之前的应税期间或其任何部分有关的全部退税索赔和收取退税的权利。

9. 卖方的全部会议记录簿、公司和所有权记录簿以及会计账簿和记录，以及卖方为管理其财产而必需的所有其他账簿和记录的副本。

10. 未被买方购买的所有其他资产。

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附件 D

假定负债

无。

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对应原文第 54 页

附件 E

诉讼请求

1。Gao v. Pan et al.，案号 D-1-GN-24-003302（98th 德克萨斯州特拉维斯县地区法院）

2。Saturn Data LLC v. Lonestar Dream et al.，案号 493-08827-2025（493rd 德克萨斯州科林县地区法院）

3。DBR Land LLC v. Lonestar Taproot LLC 和 Lonestar Dream Inc.，案号 P-13332-112-CV（112th 德克萨斯州佩科斯县地区法院）

4。SIAC 仲裁案号 532，2025（ARB532/25/ZY）：Liang, Lin v. Poolin Technology PTE. LTD.，新加坡国际仲裁中心，新加坡

5。SIAC 仲裁案号 245，2022（ARB/245/22/ALS）：Li Bei v. Poolin Technology PTE. LTD.，新加坡国际仲裁中心，新加坡

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附件 F

环境事项

无。

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附件 G

托管协议

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托管协议

本托管协议（“协议”）订立于 September ____ 日，2026，由 LONESTAR DREAM INC.（一家特拉华州公司，“卖方 1”）以及 LONESTAR TAPROOT LLC（一家特拉华州有限责任公司，“卖方 2”以及与“卖方 1”合称“卖方”，统称“各卖方”）、CES ACQUISITIONS LLC（一家特拉华州有限责任公司，“买方”）和 Archer & Greiner, P.C.（“托管代理”）共同签订。凡本文未定义之术语，均具有如下文所定义之《购买协议》所赋予之含义。

卖方与买方拟签订一份资产购买协议，日期为 ____，2026（“购买协议”），据此，卖方拟出售而买方拟购买若干已购买资产，包括位于以下通常称为并位于 4143 US Hwy 285，Texas州 Pecos County，Fort Stockton, TX 79735 的某一不动产上的个人财产、设备及其他资产。卖方与买方希望托管代理托管诚意金 $8,625,000.00（USD），并依照本协议条款与规定予以支付。

于 2026年7月22日（“申请日”），卖方依据《美国破产法典》第 11 章在美国破产法典、11 U.S.C. §§ 101 及以下（“破产法典”）项下提起自愿案件，并在美国新泽西州破产法院（“破产法院”）（“破产案件”）立案。受限于卖方依照竞价程序及竞价程序命令就已购买资产（如《购买协议》所定义）收到任何更高且更优要约，卖方希望依照《购买协议》以及《破产法典》第 105、363 和 365 条向买方出售，而买方希望从卖方购买该等已购买资产。

1. 交付托管资金；托管代理授权。买方已向或应在签署《购买协议》后五(5)日内通过电汇向托管代理交付诚意金($8,625,000.00（USD）。该诚意金应由托管代理存入计息账户（“托管账户”）。该诚意金及其所产生的任何利息以下统称为“托管资金”。

2. 托管资金的释放。托管代理应依照本协议及《购买协议》的规定支付托管资金。在依照《购买协议》收到卖方和买方或其各自律师共同签署的指示后，托管代理应依照该等通知支付托管资金，该通知应包括每一收款人的名称、应向每一收款人支付的金额以及任何电汇指示。无论如何，除非且直至托管代理已确认并合理满意其正依照本协议及《购买协议》向适当一方支付，否则托管代理无须支付任何托管资金。托管资金的所有支付均应通过支票或电汇资金进行。

3. 争议。若就本协议的解释，或就托管代理所设想的任何行为的职责、权利和义务存在争议，

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本协议项下的代理，或如卖方与买方就托管资金存在争议，或托管代理收到就该等资金的相互冲突的要求或指示，则在托管代理收到以下任一文件之前，托管代理可暂停向任何一方支付或交付该等资金：(a) 卖方与买方就托管资金或其任何部分的支付或交付发出的共同书面指示；或 (b) 破产法院签发的命令，指示托管资金或其任何部分的支付或交付，并且自该命令作出之日起已过去三十(30)日，且期间未有进一步法院命令指示其处置。托管代理有权依赖该法院关于托管资金处置及权属的裁定。各方确认并同意，该诚意金不应被视为卖方破产财产在《美国破产法典》项下的财产，并且在不存在破产法院作出相反指令且该命令在作出后30日内未被暂停执行或推翻的情况下，该破产财产对第5章破产法典或适用法律项下（无论衡平法上或其他方面）该诚意金不享有任何性质的权益。

4. 责任范围。托管代理仅有义务履行本协议中明确载明的职责，而该等职责应被视为纯属文书性事务。任何情况下，托管代理均不应被视为本协议项下任何一方或任何其他人的受托人。对于任何一方未按《购买协议》、本协议或任何其他协议履行，托管代理不承担责任。托管代理既不负责知悉，也不承担知悉《购买协议》或除本协议之外任何其他文书或文件的其他条款和条件之责任，无论是否已向托管代理提供其副本；且托管代理无义务知悉或询问《购买协议》或任何其他文书或文件任何条款的履行或未履行情况。本协议载明了与本协议所设想之托管有关的全部事项，且不得依据本协议、《购买协议》或任何其他协议的条款推定或暗含托管代理承担任何额外义务。

5. 依赖。托管代理对于其按照各方或其各自律师（包括办公室工作人员）的指示或同意而采取或未采取的任何行动，不承担责任。对于托管代理基于任何其认为真实且正确、并看似由适当人员签署或发送的通知、请求、同意、指示、要求、证明、命令、宣誓书、函件或其他文件而采取行动或不采取行动，托管代理不承担责任，无须进一步查询该等人员的权限。

6. 赔偿。卖方应共同且各自地赔偿、抗辩并使托管代理免受因针对托管代理提起的任何及全部损失、责任、成本、损害和费用（包括但不限于托管代理可能因任何行动、索赔或程序而遭受或产生的内部和/或外部律师费及开支或其他专业费用和开支），该等行动、索赔或程序系因本协议或本协议所涉任何交易而产生或与之相关，除非该等损失、责任、成本、损害或费用已被终局裁定系由托管代理的故意不当行为或重大过失直接造成。本段规定在托管代理辞职或被撤换以及本协议终止后继续有效。若托管代理因执行或解释本协议任何条款或因抗辩任何主张或指控而产生法律费用，而该主张或指控称托管代理

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……若卖方违反本协议项下或其他方面的任何义务或责任，则托管代理有权向卖方追偿托管代理因此所产生的实际成本和费用，包括律师费，并自该等费用发生之日起计息。就本条而言，成本、费用和律师费包括但不限于为追偿该等成本、费用和律师费而实际产生的成本和费用，包括但不限于所有判决执行程序、藐视法庭程序、扣押程序、扣押令执行程序、债务人及第三方取证和询问、破产程序以及上诉程序。

7。责任限制。托管代理不应直接或间接就以下事项承担责任，且各方特此免除托管代理对以下事项的责任：(i) 因本协议项下所提供服务而产生的任何损害、损失或费用，但已最终裁定系由托管代理的重大过失或故意不当行为直接导致的损害、损失或费用除外；或(ii) 任何种类的特殊、间接或后果性损害或损失（包括但不限于利润损失），即使已告知托管代理此类损失或损害的可能性且不论诉讼形式为何。

8。辞任或解除。托管代理可通过向各方送达其辞任书面通知而辞任；各方亦可通过向托管代理送达一份联合书面通知，通知解除托管代理，并同时支付托管代理截至终止日期有权获得的全部费用和开支，来解除托管代理。该等辞任或解除（视情况而定）应在送达该通知后三十(30)日后生效，或在较早任命继任者时生效；其后，托管代理的唯一责任应为安全保管托管资金，并将其交付给由各方任命的继任托管代理，该任命应以向托管代理备案的联合书面通知或法院命令为凭。若各方在送达该辞任或解除通知后三十(30)日届满前未任命继任托管代理，则托管代理有权但无义务：(a) 向任何有管辖权的法院申请任命继任托管代理或其他适当救济，且任何由此作出的任命对各方均具有约束力；(b) 将托管资金存入与购销协议有关诉讼正在审理的破产法院书记员处；和/或(c) 采取其可自行选择的合理积极步骤，以终止其作为托管代理的职责，包括但不限于将托管资金存入有管辖权的法院并提起间争诉（interpleader）诉讼（且该等费用应由……承担，其后存放方应被解除并免于本协议项下的一切责任，但此前任何重大过失或故意不当行为除外。

9。通知。本协议项下要求的所有通知、请求、要求及其他通讯均应以书面形式、英文书写，并在以下情形下视为已妥为送达：(i) 亲自递送，(ii) 通过信誉良好的全国性隔夜递送服务隔夜递送，或 (iii) 通过挂号信或带回执的认证邮件寄送，且邮资预付，全部寄送至下列所列地址。各方有责任以书面形式将任何名称或地址变更通知托管代理及其他各方。通讯应于收到之日视为已送达。

致卖方的通知：

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Lonestar Dream Inc.
Lonestar Taproot LLC
收件人：Michael DuFrayne，CRO
电子邮件：mdufrayne@dufraynellc.com

并抄送：
Archer & Greiner, P.C.
收件人：Stephen M. Packman, Esq.
电子邮件：spackman@archerlaw.com

如致买方：
CES Acquisitions LLC
收件人：Nader Pakfar，总法律顾问，房地产
电子邮件：npakfar@crusoe.ai

并抄送：
Elkins Kalt Weintraub Reuben Gartside LLP
收件人：Michael I. Gottfried, Esq. (mgottfried@elkinskalt.com) 和 Cole F. Nicholas, Esq. (cnicholas@elkinskalt.com)

如致托管代理：
Archer & Greiner, P.C.
注意：Stephen M. Packman, Esq.
电子邮件：spackman@archerlaw.com

10。修订。本协议不得变更、修改或终止，且其项下任何条款亦不得被放弃，除非由本协议各方签署书面文书。

11。副本。本协议可一式多份签署，所有已签署的副本均构成一份协议，对本协议各方均具有约束力，尽管并非所有方都在原件或同一副本上签字。
通过传真或以便携式文档格式（.pdf）电子邮件传输交换本协议、其任何修订、本协议项下要求的任何签字页或本协议项下要求或拟定的任何其他文件，应构成对相关各方对该等文件的有效签署和交付，并可在一切目的上替代原件使用。

12。准据法。本协议应依照纽约州法律进行解释并据其执行。

[本页其余部分故意留空]

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兹证明，本协议各方已于上文首次写明的日期正式签署本协议。
卖方：
LONESTAR DREAM INC.
签署：
姓名：Kathy Zhang
职务：首席运营官
LONESTAR TAPROOT LLC
签署：
姓名：Kathy Zhang
职务：首席运营官
买方：
CES ACQUISITIONS LLC
签署：
姓名：
职务：
[签字页续见下页]
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托管代理：
Archer & Greiner, P.C.
由：
姓名：Stephen M. Packman
职务：合伙人
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附件B

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资产购买协议

本资产购买协议（“协议”）于九月[_]日订立，
2026（“生效日期”），由 LONESTAR DREAM INC.，一家特拉华州公司（“卖方1”）与 LONESTAR TAPROOT LLC，一家特拉华州有限责任公司（“卖方2”，与卖方1合称“卖方”，单称“卖方”），以及 CES ACQUISITIONS LLC，一家特拉华州有限责任公司，代表其自身及任何被指定人（合称“买方”，与卖方合称“双方”，单称“一方”）订立。本协议中使用的大写术语均按本文所定义之含义解释。

陈述条款

鉴于，卖方一直从事除其他外包括加密货币挖矿和托管业务（“业务”），经营地点位于下文所列的 Pyote Property，直至 2026年7月10日。

鉴于，卖方是位于 3072 FM 1927、
得克萨斯州 Ward County 的 Pyote, TX 79777 的特定不动产的所有人（称为“Pyote Property”）。

鉴于，卖方是位于 Pyote Property 的某些动产、设备及其他资产的所有人，且该等资产列于随附的附件“A”（连同 Pyote Property，统称“购买资产”）。

鉴于，于 2026年7月22日（“申请日”），卖方根据《美国破产法典》第 11 章自愿提起案件，依据 11 U.S.C. §§ 101 及以下条款（“破产法典”），在美国新泽西州破产法院（“破产法院”）提起（“破产案件”）。

鉴于，前提是卖方依照竞标程序及竞标程序命令就购买资产（定义见本文）收到任何更高且更优的要约，卖方希望向买方出售，而买方希望依照本协议以及破产法典第 105、363 和 365 条从卖方购买购买资产。

鉴于，本协议的签署和交付，以及卖方完成本协议所述交易的能力，均以出售批准命令的签发为条件。

因此，考虑到下列相互约定、陈述、保证及协议以及其他有价值且足够的对价，兹确认已收讫并充分，且双方意图受法律约束，据此双方协议如下：

第一条

资产及不动产出售

I.1 购买资产出售。

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4914-1870-6899, v. 7

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(a) 于交割日，并在遵守本协议所载条款、条件及排除项（包括但不限于第 1.3 条）以及本文所定义的允许留置权的前提下，各卖方应出售、转让、让与、转移并交付卖方在购买资产中的全部权利、所有权及权益，使其不受针对任何购买资产或针对各卖方而在交割日之前及至交割日已产生、存在或累积的任何及一切利益、索赔、义务、权利、负担、质押及留置权的影响，无论该等事项为直接或间接、绝对或或有、完整或未完成、已知或未知、已到期或未到期、已清算或未清算、由协议、谅解、法律、衡平法、法规或其他方式产生或施加，亦无论其是在申请日前、当日或之后产生，包括根据继受责任、事实上的合并或实质连续性原则另行产生的索赔或责任，或根据任何法律或命令产生的责任或义务（统称“留置权”）。

(b) 购买资产包括卖方的以下资产：

(i) Pyote Property 及本协议附件“A”所列的其他资产；

(ii) 与 Pyote Property 相关的电力权利；

(iii) 附件“B”所列的所有待履行合同（“合同”）以及动产和商业不动产租约（“租约”）项下的全部权利。本文中，合同和租约有时合称为“被承接合同”，单称“被承接合同”；但前提是，买方可在交割前任何时间将任何被承接合同自附件“B”中删除。一经删除，该等合同或租约即不再属于被承接合同；

(iv) 在既有保险单项下的全部索赔，限于该等保单可就购买资产提供保险或抗辩的范围内；

(v) 与购买资产有关的卖方任何及一切可转让的联邦、州、地方及外国政府许可、授权和批准；

(vi) 与购买资产有关的文件副本。

I.2 让与及转让文书。

(a) 于交割时，卖方应将购买资产的占有交付给买方，并向买方转让购买资产的全部清晰产权。

(b) 于交割时，卖方应向买方签署并交付一份买卖契据，以及为将购买资产的良好且可转让所有权转移、让与并转让给买方而合理必要的背书、转让文件及其他充分有效的让与和转移文书，使其不受任何及一切留置权影响，惟允许留置权除外。

(c) 于交割时，卖方应依据特别担保契据（“担保契据”）将 Pyote Property 转让给买方，该契据应采用德克萨斯州类似交易中惯常使用的格式，并经买方批准及拟备，且应附带买方合理认为适当的背书、转让文件及其他充分有效的让与和转移文书

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由卖方将其对 Pyote Property 的良好且可转让的所有权转让、让与并移交给买方，且该所有权不附带任何留置权，但许可留置权除外。

I.3 排除资产。购买资产应排除附表 C 所列卖方的全部资产和权益（统称为“排除资产”）。

I.4 承担的负债。截至交割时，买方应承担并在到期时支付与已承担合同相关的全部应付治愈费用，以及买方已在书面中明确同意承担并列于附表 D 的卖方其他任何负债（统称为“承担的负债”）；但前提是，买方可在交割前任何时间将附表 D 中的任何承担的负债删除。删除后，该等负债不再构成承担的负债。

I.5 排除负债。尽管本协议有任何相反规定，除本文列明的承担的负债外，买方不承担，也不以任何方式有义务支付卖方的任何性质的负债、义务或债务，无论其为已发生、绝对、或有或其他情形，无论是否已知或未知，无论是否到期或将到期，也不论其由何时或由何人主张，包括但不限于下列各项（统称为“排除负债”）：

(a) 卖方在本协议项下的任何负债，以及卖方除已承担合同之外订立的任何其他协议（书面或口头）项下的任何负债。

(b) 卖方业务（“业务”）在交割前发生的任何负债；

(c) 应付给卖方任何放款人或债权人的任何本票，或欠其的任何其他款项；

(d) 卖方关于任何税款的任何负债；

(e) 卖方的任何负债，(i) 因违反或被指称违反任何联邦、州或外国法律，或任何政府实体的任何要求而产生，(ii) 因卖方违反或被指称违反任何合同、协议、许可、承诺、文书、判决、命令或法令而产生，(iii) 因任何环境、健康及安全法律、法规和/或要求而产生；

(f) 卖方因任何个人受伤或死亡，或任何财产受损或毁坏而产生的任何负债，无论其依据为过失、违反保证、严格责任、企业责任或任何其他法律或衡平理论，并且系因由卖方分销或以其他方式处置的产品（或其零部件或组件）或卖方提供的服务所致或与之相关；在任何此类负债系由交割当日或之前发生或存在的事件、事实或情形所致或由其引起的范围内，即使相关诉讼程序或索赔在交割后才启动或提出亦不影响；

(g) 卖方就带薪休假、病假、节假日工资、薪资、奖金、遣散费、工伤赔偿、福利、

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向卖方的任何现任或前任雇员，或由卖方雇用或聘请的任何一方，或依据任何员工福利或员工福利计划而产生的附加福利或其他任何性质的付款或负债，且该等付款或负债系因卖方在交割日之前的行为所致；

(h) 卖方因与本协议或其交易的谈判、准备、批准或签署有关的任何费用或开支而产生的任何负债（包括由卖方发生或向卖方收取的律师费、会计师费及经纪费）；

(i) 卖方因交割前的行为，或其高级职员、董事、股东、雇员、顾问、承包商、代理人或顾问的行为而产生的任何负债；以及

(j) 卖方除承担的负债之外的其他任何负债。

卖方确认其保留排除负债。

I.6 购买价格。买方就购买资产向卖方支付的购买价款应为四千万美元 ($40,000,000)（“购买价格”）。
购买价格应按如下方式支付：

(a) 购买价格的百分之七点五（7.5%），即三百万美元 ($3,000,000) 的定金，应由买方在签署本协议后五(5)日内支付给卖方（“诚信定金”），并由卖方律师作为托管代理（“托管代理”）存入计息托管账户，且依据买卖双方合理可接受形式和实质内容的托管协议，作为本协议附表 I 所附（“托管协议”），直至交割；该等资金（包括其产生的任何利息）应在交割时按美元对美元抵扣购买价格。托管代理不得释放、转移、适用或以其他方式处置诚信定金，除非：(i) 在交割时，依据买卖双方共同的书面指示；(ii) 依据买卖双方签署的书面协议；或 (iii) 依据具有管辖权法院的最终、不可上诉的命令。托管代理无权自行裁定诚信定金的归属。所有托管费用和成本应由
卖方承担，除非双方另有约定；

(b) 购买价格的余额应由买方在交割时向卖方支付（“交割付款”）；以及

(c) 诚信定金应依本文规定全额退还（并附利息）。双方承认并同意，诚信定金不应被视为《破产法》项下遗产财产，卖方的遗产在《破产法》第5章或适用法律项下（衡平法或其他）对诚信定金不享有任何性质的权益，托管代理应依本协议以信托方式持有诚信定金。若买方购买购买资产且交易完成，则买方依据本协议条款支付的全部诚信定金款项（连同其产生的任何利息）应在交割时计入并抵扣购买价格，并记入卖方名下。

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I.7 购买价格分配。购买价格的分配应由买方在商业上切实可行的最早时间确定，但不得迟于交割后(180)一百八十日。双方特此同意，其应以与该分配一致的方式提交所有联邦、州及地方税务申报表和报告，且任何一方均不得在任何行政或司法程序中主张或维持与该分配不一致的立场，包括任何税务审计或税务程序。

I.8 转让税。依据适用法律，须就与本协议所设想交易相关并依法征收的任何及一切大宗销售税、印花税、单据税、申报费、登记费、注册费、销售税、使用税、转让税、附加值税或其他非所得税、费用或政府收费支付该等税款的当事方（“转让税”）应负责支付其应承担的转让税。依据适用法律，须就上句所述转让税提交任何税务申报表的当事方应编制并及时提交该等税务申报表。卖方应及时向买方提供与该等税务申报表相关且买方合理要求的全部信息和文件，并应签署买方就此合理要求的任何文件。买方有权在卖方提交前合理提前收到该等税务申报表及其他文件，但不得少于该等税务申报表到期日前(10)十个营业日，且该等税务申报表及其他文件须经买方批准，买方不得无理拒绝、拖延或附加条件。买方和卖方应及时合作准备、提交所有税务申报表、备案、报告、表格及其他为遵守与支付转让税相关的适用法律所必需或适当的文件，并应本着诚信合作，尽可能在适用法律允许的最大范围内减少任何此类转让税的金额。卖方应采取买方合理要求的全部行动，以取得任何可用的转让税豁免、减免或退税。

I.9 分摊。交割发生之月的所有月度付款（“分摊费用”）（包括公用事业费用）应截至交割日由卖方和买方分摊，其方式为：(i) 买方承担其应分担的该等分摊费用，该金额应等于以下乘积： (A) 一个分数，其分子为分摊费用金额，分母为交割发生之月的总天数，乘以 (B) 紧接交割日前一日之后的天数，并就卖方在交割前已支付该等分摊费用的范围内将该金额支付给卖方；以及 (ii) 卖方承担该等分摊费用的其余部分（并就卖方此前未支付该等分摊费用的范围内向买方支付相应金额）。卖方应负责交割前发生的任何及一切税款和评税，包括任何利息、罚金或费用，以及与将不动产转让给买方相关的任何转让税。买方应负责交割后产生的所有税款和评税。应由买方产权公司（“产权公司”）编制的交割结算单应依据最近可得的税率和估值反映该等分摊。任何其他成本或费用，如有，应依产权公司的通常做法在买方和卖方之间分配并由双方承担。卖方应负责准备并递交其应提供的所有文件的费用。买方应负责登记契据的费用以及购买产权保险保单的费用。产权公司的交割费用将由

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买方。除本协议另有规定外，任何根据或就任何已购买资产或已购买资产组应支付或已支付的金额，均不得在卖方与买方之间分摊和按比例分配。

I.10 销售税。买方应负责并支付因本协议所拟交易而产生的任何及所有应付销售税。

I.11 产权承诺/测量图。

(a) 在生效日后五(5)日内，卖方应向买方交付：(i) 与 Pyote Property 相关的所有现有业主及贷款方产权保单的副本；(ii) Pyote Property 的所有现有测量图；以及 (iii) 卖方占有或控制的、关于 Pyote Property 的所有工程、环境、岩土、湿地、地震、结构、分区及其他第三方报告。

(b) 买方应取得一份关于 Pyote Property 的产权承诺（“产权承诺”）。买方可就产权承诺中披露的任何产权事项，或其任何修订、更新或延续，书面提出异议（“产权异议”），截至2026年10月15日。卖方应在交割日当日或之前，就任何产权异议，以其合理最大努力消除影响 Pyote Property 的所有留置权、权利主张、负担、产权瑕疵及其他产权例外，但不包括保留留置权，例如矿产权、通行权，以及向公用事业及天然气或电力服务所授予的地役权，包括产权承诺任何更新中披露的内容，但不包括保留留置权以及经买方书面明确批准的产权异议。尽管有上述规定，卖方应被要求促使以下事项在交割时已解除、清偿并注销登记：(i) 自生效日当日或之后由卖方针对 Pyote Property 自愿登记或以其他方式设立，或允许设立的任何产权瑕疵（事先经买方书面批准的除外）；以及 (ii) 任何抵押、信托契据、担保文件、融资声明或其他证明或担保针对 Pyote Property 的债务、判决和留置权且金额确定并可查明的文件，包括但不限于机械留置权、税收留置权以及房地产税、水费和污水费及税款，在各情形下，凡已到期应付但截至交割仍未支付和/或已登记在案的（统称“强制性产权清除事项”）。对于未获买方书面明确批准且已及时提出产权异议的任何产权例外，买方无义务予以接受。

(c) 如卖方未能或不愿依本协议在交割日当日或之前就 Pyote Property 交付产权，则买方可自行决定：(i) 终止本协议并立即收回诚信金存款，在此情况下，除明确在终止后继续有效的义务外，双方在本协议项下不再承担任何进一步义务；或 (ii) 放弃该异议并继续交割，而不放弃本协议或适用法律赋予的任何其他权利或救济。

(d) 卖方可自交割所得款项中满足并清偿强制性产权清除事项，但前提是产权公司出具的产权保单对该等强制性产权清除事项或受产权异议影响的其他产权瑕疵不予例外。

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(e) 卖方应签署并交付买方或产权公司为允许出具一份业主产权保险保单（“产权保单”）而合理要求的所有宣誓书、解除书、清偿函、补救文件及其他文书，该产权保单应自交割时起生效，承保 Pyote Property 的完全所有权，并且不受任何留置权、权利主张、负担及由买方作为产权异议提出的产权例外的影响，但保留留置权以及本协议中明确批准且买方另以书面批准的除外。

(f) 如买方要求，且依据某项产权异议，卖方应以商业上合理的努力取得并交付与 Pyote Property 相关的任何弃权证明、留置权豁免、从属协议、不干扰协议或买方或产权公司合理要求的其他文件。

(g) 尽管本协议有任何相反规定，卖方应根据出售批准命令转让 Pyote Property，并在破产法允许的最大范围内使其免受一切留置权、权利主张、权益、负担及产权例外的影响，但仅限于作为产权异议提出的事项，除非保留留置权或本协议中另有明确批准且买方另以书面批准；并且在出售批准命令中允许的范围内，所有该等留置权、权利主张和权益仅附着于出售所得款项。

第二条

交割

II.1 交割。本协议所拟交易的完成（“交割”）应按照出售批准命令，于2026年11月30日或之前进行（或由双方同意和/或破产法院命令的其他日期进行，且如适用，还须以破产法院根据《联邦破产程序规则》6004(h)作出认定为条件）（“交割日”）。

II.2 卖方在交割时应交付的文件。于交割时，卖方应向买方交付以下文件，并保证其不受留置权影响，惟保留留置权除外；所有文件均应由卖方妥为授权并签署，且在买方合理酌情判断下可接受：

(a) 已购买资产的占有；

(b) 买方认为适当且形式上令其合理满意的销售契据和/或此类背书、转让及其他良好且足够的让与与转让文书，以将已购买资产的所有权自卖方转让予买方，并使其不受任何及所有留置权影响，但保留留置权除外；

(c) 转让与承接协议；

(d) 以买方可接受的形式出具的、证明签署相关文件之人为代表卖方行事之授权的宣誓书、证明及其他文件；

(d) 以买方可接受的形式出具的、证明签署相关文件之人为代表卖方行事之授权的宣誓书、证明及其他文件；

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(e) 业主产权宣誓书（“产权宣誓书”）、卖方居住宣誓书（“卖方居住宣誓书”）、经纪人宣誓书（“经纪人宣誓书”）、经纪人留置权豁免书（“经纪人留置权豁免”）、1099-S证明（“1099-S证明”）以及，如适用，预扣税豁免宣誓书（“豁免宣誓书”），其格式见本协议附件“G-1”；并且，如卖方已聘用某个人或实体（卖方员工除外）管理 Pyote Property 或其任何部分，且未在产权宣誓书中包含产权公司为从买方的产权保单例外中排除可能的物业管理人留置权而合理要求的此类证明，以及，如适用，则应提供一份由卖方和物业管理人正式签署的物业管理人留置权豁免书（“物业管理人留置权豁免书”），其格式见本协议附件“G-2”。

(f) 为依照本协议条款完成 Pyote
Property 交割而可能被买方、其律师或产权公司合理要求的其他文件、文书或协议；

(g) 如出售批准命令未授权在破产法第363条允许的最大范围内将已购买资产以免受所有留置权影响的方式出售（但不包括交割后到期的任何从价税留置权，或本协议中经买方书面批准的其他额外例外，或法律另有要求者（统称“保留留置权”）），则应提供关于已购买资产上所有留置权（保留留置权除外）的解除文件和终止声明，只要买方认为必要且要求提供即可；但本协议中的任何内容均不应要求买方在出售批准命令未授权在破产法第363条允许的最大范围内将所有留置权（保留留置权除外）免除出售时继续进行交割；

(h) 其他可能为使卖方对已购买资产的全部权利、所有权和利益归于买方而合理需要的让与和转让文件；

(i) 一份关于被承接合同的转让与承接协议，形式上令买方合理满意（“转让与承接协议”），并由卖方正式签署；

(j) 卖方董事会决议，授权签署并交付本协议及本协议所拟定的所有文件，并完成本协议所拟交易；

(k) 一份证明（“卖方陈述更新证明”），声明本协议中载明的卖方全部陈述与保证在交割时及截至交割时在所有方面均持续真实、准确，但该证明中另有说明者除外，并采用本协议附件“H”所附格式，但须作出修改，以反映截至交割日存在的事实和情况，且该等修改并非由于卖方违反本协议所致

(l) 卖方签署的证明，表明截至交割日，本协议所载卖方的全部陈述与保证在所有方面均真实、准确，并且本协议中规定须于交割日前履行或满足的卖方全部契约和协议均已在交割日前得到履行或满足；

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(m) 用于编制 IRS 表格的资料申报表 1099-S；以及

(n) 买方或其产权公司就本协议所设想的交易合理要求的其他文件。

II.3 买方在交割时应向卖方交付如下文件：

(a) 交割付款；

(b) 转让与承继协议；

(c) 授权买方签署并交付本协议及其所设想的所有文件并完成本协议所设想交易的买方决议；

(d) 买方签署的证明，表明截至交割日，本协议中载明的买方全部陈述和保证在各方面均真实、正确，且本协议中载明的、应于交割日之前履行或满足的买方全部约定和协议均已于交割日之前履行或满足；以及

(e) 卖方或其律师就本协议所设想的交易合理要求的其他文件。并完成本文所述出售交易的交割。

第三条

卖方的陈述与保证

作为诱使买方订立本协议的对价，各卖方在此以连带方式向买方陈述并保证，截至生效日及交割日，如同该等陈述与保证已于交割日作出，具体如下：

III.1 组织与授权。卖方1为一家公司，卖方2为一家有限责任公司，且各卖方均已依法成立、有效存续，并依特拉华州法律处于良好存续状态。本协议及卖方对其的签署已获得所有必要公司行为的正式授权。卖方已取得并目前维持其作为外国实体在其财产性质或其业务活动性质要求其取得资格的所有其他司法辖区开展业务所需的全部资质。
在破产法院作出出售批准令的前提下，卖方具有签署并交付本协议以及完成本协议所设想交易的充分权力与授权。在破产法院作出出售批准令的前提下，本
协议构成卖方合法、有效且具有约束力的协议，并可依其条款强制执行。

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III.2 政府批准。卖方签署、交付并履行本协议无需任何政府机构、机关或官员采取任何行动或向其提交任何文件，但破产法院的授权批准以及第 7.2(c) 节所述的批准和授权除外；且卖方为完成本协议所设想交易而必须取得、作出或提交的所有此类批准、授权、同意、通知和备案均应在交割前正式取得、作出或提交，并应完全有效。不存在任何其他同意、批准、授权、命令、许可或备案会阻止、延迟或妨碍卖方完成本协议所设想交易，或妨碍买方在交割后对购买资产的所有权或使用。

III.3 无冲突。在出售批准令作出的前提下，卖方签署、交付并履行本协议不会且将不会：(a) 违反各卖方的组织文件；(b) 违反适用于各卖方或购买资产的任何适用法律或命令；(c) 导致与任何与购买资产有关的重要合同发生任何违约或失约；或 (d) 导致在购买资产上设立任何留置权，但允许留置权除外。

III.4 诉讼。除在破产案件中披露或在附件“E”中披露者外，不存在针对卖方或影响购买资产的任何待决或据卖方所知受到威胁的诉讼、起诉、程序、仲裁、调查或政府询查，而该等事项可合理预期会对购买资产造成重大不利影响，或阻止或延迟完成本协议所设想的交易。

III.5 购买资产的充分性及所有权。各卖方对购买资产享有并且，在出售批准令生效且交割时，买方将取得购买资产的良好、有效且可市场化转让的所有权，且除买方根据本协议明确承担的允许留置权外，不受任何留置权负担。卖方对各项购买资产享有良好且有效的所有权，或享有有效且可强制执行的转让权利。购买资产均不受任何会妨碍买方在交割后对其所有权、使用或享用的转让限制或其他协议约束。为免生疑问，如任何人对 Pyote Property 主张任何零星共有权益，则除非买方另有书面同意，卖方应在交割时将 Pyote Property 无任何此类零星共有权益负担地交付给买方。

III.6 所需同意。除破产法院及批准事项的同意、批准或授权，或向其作出的声明或备案外，不存在任何约束卖方的协议或其他文件因签署、交付和履行本协议而要求任何第三方给予任何同意、批准、通知、备案、登记、授权、许可、执照、要求或采取任何行动。

III.7 公用事业。卖方未收到任何书面通知，表明为购买资产提供服务的任何电力供应、配电额度、互联接入权、公用事业服务、供水、污水处理、电信或其他公用事业将被减少、中止或重大变更。据卖方所知，不存在会在交割后实质性妨碍此类公用事业权利转让或持续可得性的任何情形。

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III.8 已承担合同。各卖方已向买方提供所有已承担合同的副本，以及其全部修订、附件、附表、豁免或其他变更；据卖方所知，该等副本在所有重大方面均真实、正确且完整，并构成组成已承担合同的全部文件。除向买方书面披露者外，卖方未收到任何一方就任何已承担合同项下尚未补救的重大违约的书面通知。各卖方陈述，其未采取或未能采取任何会妨碍其根据本协议承担并转让任何拟予承担与转让的已承担合同的行动。卖方应尽商业上合理努力，促使取得所有命令并采取一切合理必要的行动，以促进买方指定予以承担和转让的已承担合同的承担与转让。买方承认，破产法院未必会批准买方根据本协议指定的所有合同的承担与转让；但如果未能承担并转让买方指定的任何已承担合同有合理预期会对购买资产产生重大不利影响，则买方无义务完成交割。

III.9 某些费用。除 DuFrayne LLC 外，卖方未聘用任何经纪人、介绍人、投资银行家或其他中介，也未就与本协议或本协议所设想的任何交易相关的任何投资银行费用、财务顾问费用、经纪费用、介绍费或其他类似费用承担任何责任。

III.10 某些事件的通知。卖方应及时通知买方以下事项：

(a) 任何第三方发出的任何通知或其他书面通信，主张为完成本协议所设想的交易，该第三方的同意是或可能是必需的；以及

(b) 任何政府或监管机构就本协议所设想交易发出的或与之有关的任何重大书面通信。

III.11 设备。卖方的全部设备（“设备”）均归卖方所有，并且在卖方转让给买方时，将归买方所有，不附带任何留置权，但允许留置权除外。该等设备构成卖方拥有并用于购买资产相关的全部重大设备，且除正常损耗外，其状况与生效日基本相同。据卖方所知，任何重置成本超过 $500,000 的设备均不存在会妨碍其在交割后通电并按预定用途运行的重大缺陷；并且自 2024年10月31日 以来，该等设备未遭受任何火灾、洪水、意外事故、盗窃、故意破坏或其他已对其造成重大损坏的事件。卖方未曾将任何设备出租、许可他人使用或以其他方式赋予任何第三方占有或使用任何设备的权利，但本协议或披露附表中披露者除外。于交割时，买方应取得设备的良好且可市场转让的所有权，不附带任何留置权，但允许留置权除外，并取得在可转让范围内的全部保证、担保及类似权利。

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III.12 许可。卖方拥有与当前经营方式相一致的标的资产所有重大许可、执照、批准及政府授权，且该等许可均完全有效并持续生效。

III.13 税款。各卖方已及时提交（或已促使及时提交）就标的资产应提交的所有重大纳税申报表，并已及时支付，或将在交割日当日或之前及时支付，各卖方就标的资产在截至交割日当日或之前的所有应税期间应支付的所有税款，但由适当程序出于善意争议中的税款除外。标的资产上不存在任何税款留置权，但因适用法律自动产生且尚未到期应付的允许留置权除外。卖方未收到任何与税款有关的、可能导致对标的资产设定留置权或以其他重大不利方式影响标的资产的任何待决税务审计、检查或程序的书面通知。

III.14 财务信息。

(a) 卖方已向买方提供了其占有或控制并经买方要求的所有与标的资产有关的财务报表、经营报表、公用事业账单记录、资本支出信息以及其他财务或经营信息（统称为“财务信息”）。

(b) 就卖方所知，向买方交付或提供的财务信息系依据卖方账簿和记录本着善意编制，在所有重大方面真实、准确且完整，并且在所有重大方面公允反映了适用期间内其所声称反映的信息。卖方并未明知遗漏任何使财务信息整体上不具误导性所必需的重大信息。

(c) 自向买方提供最近一期财务信息之日起，卖方未获悉标的资产财务状况或经营发生任何此前未以书面形式向买方披露的重大不利变化。卖方已向买方提供其占有或控制并经买方要求的、与标的资产有关的所有账簿、记录、公用事业信息、往来函件、报告、合同及其他文件的真实、准确且完整的副本，并在所有重大方面如此。就卖方所知，该等账簿和记录在所有重大方面准确反映了其声称包含的信息，且卖方未明知扣留买方要求提供的与标的资产有关的任何重大信息。

III.15 环境事项。除附表“F”所列事项外，就卖方所知：(a) 各卖方就标的资产而言已并在卖方拥有标的资产期间一直在所有重大方面遵守所有适用环境法；(b) 卖方未收到任何政府机关或第三方就标的资产发出的、指称存在任何违反环境法或根据任何环境法产生的重大责任且尚未解决的书面通知、要求、索赔、信息请求或其他书面通信；(c) 未曾在标的资产处、之上、之下或自标的资产释放、排放、处置或威胁释放任何有害物质，且违反适用环境法并合理预期会导致

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与标的资产有关的重大责任；(d) 除附表“F”所披露者外，卖方未收到任何书面通知，称标的资产存在任何地下储罐、含石棉材料、多氯联苯或其他受监管有害物质；(e) 卖方已取得适用环境法要求的与标的资产所有权及运营有关的所有重大许可、执照及其他政府授权，并已在重大方面遵守该等许可、执照及其他政府授权；且(f) 不存在任何与标的资产有关的、根据任何环境法进行中的，或就卖方所知威胁中的调查、行动或程序，且该等事项合理预期会导致重大责任或在交割后重大妨碍买方对标的资产的所有权、开发或使用。就本协议而言，“环境法”系指所有适用的联邦、州及地方关于污染、人类健康或环境保护，或有害物质的制造、产生、使用、处理、储存、运输、释放或处置的法律，各该等法律均不时修订。“有害物质”系指受任何环境法监管的任何物质、材料或废弃物，但不包括在遵守适用环境法的情况下通常使用、储存或维护的数量。

III.16 一般保证。卖方在本协议中作出的任何陈述或保证，或卖方根据本协议条款或与本协议所设想交易相关而向买方提供或将提供的任何附件、附表、声明或证明，均不包含且将不包含任何明知作出的重大虚假陈述，亦不明知遗漏或将遗漏任何为使本协议所载或所并入的陈述不致具有误导性所必需的重大事实。

III.17 不动产。

(a) 除可能主张的某些部分所有权权利外，卖方是 Pyote Property 的唯一所有人，并拥有依照本协议条款出售、转让并移交该等财产的全部权利、权力和授权；为免生疑，除非买方另有书面同意，卖方同意在交割时将 Pyote Property 无任何部分所有权权利且不附带任何留置权地交付给买方；

(b) 卖方并非《FIRPTA》所定义的“外国人”；

(c) 过去十年中，卖方除 Lonestar Dream Inc. 和 Lonestar Taproot LLC 外并无其他曾用名称；

(d) Pyote Property 未接入市政污水和供水系统。服务于 Pyote Property 的供水、电力及其他机械和公用设施系统，据卖方合理所知，运行状况良好；

(e) 不存在影响 Pyote Property 的任何评估、收费、返还付款义务或就改良或服务产生的义务；

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(f) 在 Pyote Property 就所有权、使用、运营、维护、修理和/或更换方面雇用、且在交割后会对买方具有约束力的人员不存在；

(g) 不存在影响 Pyote Property 的、或在交割后会对买方具有约束力的集体谈判协议、管理协议或其他雇员协议；

(h) 卖方未收到任何关于正在进行的诉讼、税务上诉、征收程序或环境调查的书面通知；就卖方最佳所知，该等事项影响 Pyote Property。

(i) 除被列明为潜在承接合同的租赁外，不存在任何影响 Pyote Property 或其任何部分的租赁、许可或其他占有和/或使用协议，无论书面或口头，且卖方为其一方当事人，或卖方或通过卖方的 Pyote Property 未来任何所有人受其约束或将受其约束；并且在买方签署并交付本协议之前，卖方已向买方交付租约的真实、准确且完整副本。

(j) 除承接合同及产权承诺书中所列者外，不存在任何将在交割后继续存续并对买方具有约束力的、影响 Pyote Property 的合同或协议；

(k) 不包括投标人在破产拍卖中就 Pyote Property 和 Purchased Assets 出价的权利，除买方外，任何个人、公司或实体均不享有对 Pyote Property 的任何权利，或购买或取得 Pyote Property 全部或任何部分的权利，包括但不限于优先购买权或购买选择权。

(l) 卖方未收到任何政府机关或其他任何声称或指称 Pyote Property 或其任何部分，或 Pyote Property 附近任何财产，因违反任何现行或此后生效并经不时修订或补充的联邦、州及地方法律、法规、条例及规章而被危险材料或物质污染的书面通知；该等法律、法规、条例及规章在各情形下均包括不时修订或补充的所有适用司法或行政命令、适用同意判决及具有约束力的判决，涉及人类健康、安全、环境及自然资源的规制和保护（包括但不限于环境空气、地表水、地下水、湿地、地表或地下土层、野生动物、水生物种和植被），包括但不限于《综合环境反应、补偿与责任法》1980，经修订（42 U.S.C. §§ 9601 及以下各节），《危险材料运输法》，经修订（49 U.S.C. §§ 1801 及以下各节），《联邦杀虫剂、杀菌剂及灭鼠剂法》，经修订（7 U.S.C. §§ 136 及以下各节），《资源保护与回收法》，经修订（42 U.S. §§ 6901 及以下各节），《有毒物质控制法》，经修订（15 U.S.C. §§ 2601 及以下各节），《清洁空气法》，经修订（42 U.S.C. §§ 7401 及以下各节），《联邦水污染控制法》，经修订（33 U.S.C. §§ 1251 及以下各节），《职业安全与健康法》，经修订（29 U.S.C. §§ 651 及以下各节），《安全饮用水法》，经修订（42 U.S.C. §§ 300f 及以下各节），以及任何州或地方

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上述任何文件的对应文件或等同文件，以及任何联邦、州或地方所有权转移通知或批准法规。

(m) 不存在针对卖方或就 Pyote Property 而言的当前或未决诉讼、案件、行动、调查、申诉、投诉、指控或程序，无论是以个人、共同还是集体诉讼方式提起，亦无论是在任何管辖权的联邦、州或市法院，或在任何行政机构或仲裁庭之前，涉及任何联邦、州或市劳动、雇佣或福利法律（按该等术语的最广义定义）；包括但不限于，《国家劳资关系法》，29 U.S.C. §§151 及后续各条，《公平劳动标准法》，29 U.S.C. §§201 及后续各条，ERISA，《美国法典》第 42 编第 1981 条至第 1988 条，《1964 年民权法》第七章，42 U.S.C. §§2000(e) 及后续各条，《1990 年美国残疾人法》，42 U.S.C. §§12101 及后续各条，《1993 年家庭与医疗休假法》，29 U.S.C. §§2601 及后续各条，《1967 年就业年龄歧视法》，29 U.S.C. §§621 及后续各条，《2008 年遗传信息反歧视法》，《军警制服部队就业及再就业权利法》，《公平信用报告法》，《1973 年康复法》，29 U.S.C. §§701 及后续各条，《1985 年综合综合预算调节法》，29 U.S.C. §§1161 及后续各条，《职业安全与健康法》，29 U.S.C. §§651 及后续各条，《1967 年就业年龄歧视法》，29 U.S.C. §§621 及后续各条，联邦和州《工人调整与再培训通知法》（统称“WARN Acts”）、德克萨斯州任何劳动、雇佣、歧视、性骚扰或工资工时法律，或任何其他联邦、州或地方法律中关于人权、公民权、工资工时、工资支付、养老金、劳动或雇佣相关的法律，或其各自的实施法律、规则和/或法规，或涉及对任何集体谈判协议、工会协议、劳动协议、福利协议或任何类型雇佣合同（按该等术语的最广义定义）的涉嫌违约或违法，或依据普通法或衡平法产生的事项（包括不当解雇或其他索赔）（统称“劳动与雇佣法律”）。

III.18 卖方陈述并保证：(i) 其不是 ERISA 第 3(3) 条所定义、受 ERISA 第一编约束的“雇员福利计划”，也不是《1986 年国内税收法典》（以下简称“法典”）第 4975(e)(1) 条所定义、受法典第 4975 条约束的“计划”；且 (ii) 就 ERISA 第一编或法典第 4975 条之目的而言，卖方的资产不构成一个或多个该等计划的“计划资产”；且 (iii)(a) 卖方不是 ERISA 第 3(32) 条含义内的“政府计划”，并且卖方的资产不构成一个或多个该等计划的计划资产；或 (b) 卖方进行或与卖方有关的交易不违反适用于卖方、规范政府计划投资及其受托责任义务的州法规。

III.19 在过去六 (6) 年内，卖方或任何 ERISA 关联方（定义见下文）均未从任何“多雇主计划”中进行“部分退出”或“完全退出”（ERISA 第 4205 条和第 4203 条含义内），亦未因从任何“多雇主计划”中“部分退出”或“完全退出”而产生任何责任，且未曾通过“评估通知”或任何类似函件主张任何该等责任，也不存在可能导致任何该等部分退出或完全退出的事件或情形；卖方、Property Manager 或任何 ERISA 关联方均未产生、或可能受到 ERISA 第四编或 ERISA 第 302 条项下的任何责任，该等责任可合理预期将导致买方承担责任（“ERISA 关联方”

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指在任何时间，任何贸易或业务（无论是否为公司），在该时间可依据 ERISA 第IV编或第302条，或税法典第414(b)条或第414(c)条，与卖方或物业经理中的任一方一并视为单一雇主的情形。

III.20 卖方承诺并保证，本协议中载明的所有陈述和保证在成交日当日及截至成交日均真实、正确，但不在此后继续适用。各方按其条款在成交后仍需履行的约定和协议（包括第5.4条和第10.6条）应依其条款在成交后继续存续。

III.21 无其他陈述或保证。除本文另有规定外，所购资产按“现状”、“现地”及“带一切瑕疵”出售，买方，或依据任何拍卖或破产法院命令的任何最终最高出价人，特此确认并同意，卖方就与所购资产有关的任何事项不作任何明示或默示的陈述或保证。买方将在成交时按“现状”和“现地”接受所购资产。

第四条

买方的陈述与保证

IV.1 组织与授权。买方系依特拉华州法律合法组建、有效存续且信誉良好的有限责任公司。买方拥有签署并交付本协议以及完成本文所设想交易的充分权力和授权，并已由买方方面采取必要行动正式授权。在破产法院作出出售批准令的前提下，本
协议构成对买方具有法律效力、有效且具有约束力的协议，并可依其条款强制执行。

IV.2 无冲突。买方签署、交付并履行本
协议不会 (i) 违反任何现行法律、法规、规则、条例或法令的任何规定，或 (ii) 与以下文件发生冲突、构成违约或导致违约：(a) 买方的任何公司注册证书或章程，(b) 任何法院、政府机关、部门或机构的任何命令、判决、裁决或判令，或 (v) 买方作为一方或受其约束的任何抵押、契据、租赁、合同或其他协议，或买方或其任何财产或资产可能受其约束的任何承诺。

IV.3 买方调查。买方正在对所购资产、承担负债及承担合同进行其自身独立的审查和分析。买方确认，其已获得机会在与本协议所设想交易相关的情况下进行其认为必要或适当的尽职调查。
尽管有前述规定，买方的调查不应限制、削弱或以其他方式影响
卖方在本协议、任何卖方披露附表或与本协议相关交付的任何其他文件项下的陈述、保证、承诺或义务。买方有权依赖本文明确载明的卖方陈述和保证的准确性和完整性，且卖方仍应对任何违约承担责任。

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IV.4 本文所述内容不应放弃或限制买方因卖方欺诈、故意不当行为、故意虚假陈述或违反本协议而享有的任何权利或救济。买方有能力满足《破产法典》第365(b)(1)(C)项和第365(f)项就被承接合同和被承接负债所规定的条件。

IV.5 诉讼。截至本日，尚无任何针对买方的、在任何法院、仲裁员或任何政府机构、机关或官员面前待决的，或据买方所知被威胁提起的行动、诉讼、调查或程序，以任何方式质疑或寻求阻止、禁止、变更或实质性延迟本协议所设想的任何交易。

IV.6 某些费用。买方未聘用任何经纪人、介绍人、投资银行家或其他中介，也未因与本协议或本协议所设想的任何交易相关的任何投资银行费用、财务顾问费用、经纪费用、介绍费或其他类似费用承担任何责任。

IV.7 所需同意。除破产法院的同意、批准或授权，或向破产法院作出的声明或提交外，不存在任何对买方具有约束力的协议或其他文件要求因本协议的签署、交付和履行而取得任何第三方的同意、批准、通知、备案、登记、授权、许可、要求或行动。

IV.8 一般保证。买方在此作出的任何陈述或保证，亦不包括买方根据本协议条款或与本协议所设想交易相关而提供或将提供的任何附表、声明或证书，均不包含、亦不会包含任何明知不实的重要事实陈述，或明知遗漏、或将遗漏任何为使本文或其中所载或并入的陈述不致误导所必需的重要事实。

IV.9 财务能力。买方已经并且在交割时将有充足可用资金支付购买价款及买方在本协议项下应支付的所有其他款项，并完成本协议所设想的交易，且买方在本协议项下的义务不受任何融资条件限制。

第二编

卖方和买方的契约

V.1 努力；进一步保证。卖方和买方将尽商业上合理的努力采取任何及一切行动，并采取适用法律法规要求或有利于完成本协议所设想交易的一切必要措施。
卖方和买方同意签署并交付其他可能必要或有利的文件、证书、协议及其他书面文件，并采取其他可能必要或有利的行动，以便将所购资产的可市场转让所有权赋予买方。

V.2 通知。如果 (i) 买方知悉卖方对本文所载任何陈述、保证、契约或协议的重大违约，且该违约能够由卖方补救，或者 (ii) 卖方知悉买方对17
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如果任何在此包含的陈述、保证、契约或协议，或其中任何内容，存在任何不真实的重大事实陈述，或者故意遗漏或将遗漏作出为使其中包含或并入的陈述不致产生误导所必需的重大事实，则知悉该违约的当事人应依照本协议的通知条款，立即书面通知另一方当事人。在发出该违约通知后，违约方应有五个(5)日来补救该违约，然后方可就此行使任何救济措施。

V.3 交割前契约。作为本协议的重要条款：

(a) 自生效日起至交割日止，卖方将按照其在生效日前立即适用的维护标准维护所购资产，并且除经买方书面同意并共同签署外，不得实施或允许实施任何浪费行为，或改变所购资产的状况或外观，亦不得就所购资产转让任何其他权利。卖方应按与过往惯例一致的正常经营过程运营、管理并维护所购资产，并应及时将任何影响所购资产的重大损坏、意外事故、征收、政府行为或其他事件通知买方。卖方应保持与所购资产有关的所有现有保险保单在交割前持续完全有效，且未经买方事先书面同意，不得修改、取消、终止或允许保险中断。除非买方另行书面放弃，买方和卖方或其代表有权于交割日前一日进入 Pyote Property，以确认所购资产的状况。

(b) 卖方不得转让任何所购资产、在所购资产上设立任何留置权、授予任何地役权或通行权，或订立任何影响所购资产或买方对其拟定用途的合同、租约、许可、协议、承诺或其他安排，只要该等合同、租约、许可、协议、承诺或其他安排在交割日当日及截至交割日未经买方事先书面同意不得取消。卖方不得采取任何行动，或不采取任何行动，只要该等行为有理由可预期会不利影响买方对所购资产的权利、所购资产的价值，或完成本协议所设想交易的能力。

(c) 卖方应在与以往惯例一致的正常经营过程中运营、管理并维护所购资产，并应尽商业上合理努力保持所购资产及与其相关的商誉完整无损。卖方不得采取，或省略采取，任何有理由可预期会实质损害所购资产价值或买方完成本协议所设想交易之能力的行为。

(d) 未经买方事先书面同意，卖方不得修改、变更、终止、续展、延长、放弃任何重大权利，或订立任何新的被承担合同，亦不得同意对任何被承担合同进行任何修改、变更或终止。

(e) 卖方应尽商业上合理努力使与所购资产有关的所有许可、批准、授权、执照、公用事业分配、互联权、政府批准及其他权利保持并维持完全有效和持续有效，

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并不得采取任何行动，或不采取任何行动，只要该等行为有理由可预期会不利影响买方在交割后对其的可转让性、可获得性或使用。

(f) 卖方应立即以书面形式通知买方以下事项：(i) 任何对所购资产的重大损坏或毁坏；(ii) 任何影响所购资产的征收或拟征收；(iii) 与所购资产有关的任何书面违规、违约、调查或执法行动通知；(iv) 任何影响所购资产的重大索赔、诉讼或程序；或 (v) 任何有理由可预期会导致重大不利影响，或阻止或实质延迟完成本协议所设想交易的事件或情况。

(g) 卖方应在合理事先通知并于正常营业时间内，为买方及其代表提供对所购资产、被承担合同、账簿和记录，以及买方就本协议所设想交易合理要求的与所购资产有关的其他信息的合理查阅机会。

(h) 卖方应尽商业上合理努力取得出售批准令的作出，并满足卖方控制范围内的所有交割条件，且不得采取任何有理由可预期会延迟、损害或阻止完成本协议所设想交易的行为。

(i) 卖方应保留所有与所购资产有关的账簿、记录、档案及其他文件，并不得在交割前销毁、丢弃或实质性更改任何该等账簿、记录或文件，但在正常经营过程中并依适用法律进行者除外。

(j) 未经买方事先书面同意，卖方不得就任何与所购资产有关的重大保险索赔、征收裁定或其他索赔进行和解、妥协或放弃；该同意不得被无理拒绝、附加条件或拖延。

(k) 自生效日起至交割或本协议较早终止之日止，卖方应将 Pyote Property 维持在与生效日存在状况基本相同的状态，正常磨损和意外事故除外，并且未经买方事先书面同意，卖方可依其单方酌情决定是否给予或拒绝该同意，不得：

(i) 设立、发生、承担或允许任何影响 Pyote Property 的留置权、索赔、负担、地役权、契约、限制、许可或其他权益，转让任何与 Pyote Property 有关的发展或类似权利，或以其他方式采取或不采取任何对 Pyote Property（包括其所有权）具有重大不利影响的行动；

(ii) 拆除、移除、改动或实质修改位于 Pyote Property 上的任何改良设施，或移除、出售、转让或处置与 Pyote Property 有关使用的任何附属物、设备或个人财产，但在正常经营过程中以同等或更高质量进行更换者除外；

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(iii) 签订、修改、延长、续期、终止或变更任何租约、许可、占有协议或其他赋予对 Pyote Property 占有权利的协议；

(iv) 签订、修改、终止或变更任何将由 Buyer 承担并在 Closing 后继续有效、且影响 Pyote Property 所有权、运营、维护或使用的任何合同、服务协议、管理协议或其他协议；

(v) 寻求、允许或同意对影响 Pyote Property 的任何分区、土地使用指定、细分状态、许可、权益或其他政府批准作出任何变更，或自愿发起或同意任何影响 Pyote Property 的政府行为；

(vi) 采取任何行动，或不采取任何行动，而该等行动或不作为将导致本 Agreement 中所载 Seller 的任何陈述或保证在 Closing 时不准确，或导致 Seller 违反本 Agreement 之下的任何契约；或

(vii) 未经 Buyer 事先书面同意，和解、妥协、放弃或解除与 Pyote Property 相关的任何索赔、诉讼、保险索赔、征收索赔或其他重大权利，除非系为清除 Pyote Property 的权利负担。

(viii) 向 Buyer 提供 Seller 就 Pyote Property 从任何政府机关或第三方收到的任何重大通知的副本；

(ix) 及时告知 Buyer 与 Pyote Property 相关的任何诉讼或仲裁程序，或可能影响 Seller 履行其在本 Agreement 项下义务能力的任何诉讼或仲裁程序，或任何主张可能导致此类诉讼的通知。

V.4 交割后契约。作为本 Agreement 的重要条款：

(a) 一经 Closing 完成，各方同意相互合作，并尽最大善意努力采取（或促使采取）所有行动，并做出（或促使做出）在适用法律下合理必要、适当或可取的一切事项，以完成并使本 Agreement 所设想的交易生效，包括但不限于：(i) 向 Buyer 提供对 Purchased Assets 的接触和产权；以及 (ii) 协助 Buyer 获得对 Purchased Assets 的接触和控制。

V.5 火灾或意外事故。

(a) Seller 应在 Closing 前就任何影响 Pyote Property 的火灾、洪水、风暴、意外事故或其他损害，及时以书面形式通知 Buyer。

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（b）如果在交割前，Pyote物业的全部或任何部分因火灾、洪水或其他意外事故而受损或毁坏，买方可在其自行决定的情况下，于交割前任何时间向卖方送达书面通知：

(i) 终止本协议，在此情况下，善意保证金应立即退还给买方，且除本协议中明确规定在终止后继续有效的义务外，双方在本协议项下不再承担任何进一步义务；或者

(ii) 继续交割，在此情况下，卖方应在交割时向买方转让与该等意外事故有关的全部保险赔款和索赔，转让卖方先前已收到的任何保险赔款，在交割时就所有适用的免赔额和未投保损失向买方予以抵扣，并转让因该等意外事故产生的全部权利、索赔及诉因。

(c) 自生效日起，未经买方事先书面同意，卖方不得就与Pyote物业有关的任何保险索赔达成和解、妥协或予以解除。

(d) 卖方应维持覆盖Pyote物业的全部财产和意外保险在交割前持续完全有效。

V.6 征收。

(a) 一旦知悉任何正在进行、受到威胁或已完成的征收、征用程序或以代征为目的的转让如影响Pyote物业的全部或任何部分，卖方应立即以书面形式通知买方。

(b) 如果在交割前，Pyote物业的全部或任何部分成为任何征收、征用程序或其替代转让的标的，买方可自行决定，通过在交割前送达卖方的书面通知：（i）终止本
协议，在此情况下，善意保证金应立即退还给买方，且除本协议中明确规定在终止后继续有效的义务外，双方在本协议项下不再承担任何进一步义务；或者（ii）继续交割，在此情况下，卖方应向买方转让与该等征收或征用有关的全部征收裁定金额、和解款项、索赔、权利及诉因，无论其是在交割前还是交割后收到。

(c) 未经买方事先书面同意，卖方不得就任何征收程序或其替代转让达成和解、妥协或表示同意。

(d) 本节规定在交割后继续有效。

第六条

破产事项；竞标程序

VI.1 破产申请文件。卖方应尽商业上合理的努力，尽快并且无论如何不迟于提交前(2)个营业日，将所有拟代表卖方向破产法院提交的文件交付或促使交付给买方供其审阅并提出意见，包括所有动议、申请、请愿书、日程表，以及21 4914-1870-6899，v. 7

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卖方准备的支持文件（包括拟发给利益相关方的命令和通知格式），其与购买资产或本协议所设想的交易有关，或可能影响购买资产或本协议所设想的交易。
卖方准备的、与本协议所设想的交易或购买资产有关并拟由卖方代表提交破产法院的所有动议、申请、请愿书、日程表及支持文件，其形式和实质内容均须令买方和卖方合理满意。

VI.2 批准出售命令。卖方和买方应以商业上合理的努力相互合作、协助并磋商，以促使在本协议日期后作出出售批准命令，并促使本协议所设想的交易完成，包括提供宣誓书或其他拟提交破产法院的文件或信息，其中包括为本协议项下买方履约提供必要保证，并就本协议所设想的交易提供任何证言，包括支持促成本协议的谈判系出于善意这一性质

VI.3 无竞标保护。买方确认并同意，其无权获得，且特此放弃就本协议、拍卖或购买资产的出售享有任何解约费、费用补偿、终止费或任何形式的其他竞标保护的权利；并且买方特此放弃根据《破产法》第503(b)条就其提交竞标或参与拍卖的任何方式相关的实质性贡献主张的任何权利。

第七条

交割条件

VII.1 买方和卖方义务的条件。买方和卖方完成本协议所设想交易的义务以满足以下条件为前提：

(a) 破产法院已作出出售批准命令，并且截至交割日，该出售批准命令完全有效，且未被暂停执行、撤销或推翻。出售批准命令的形式和实质内容应使买方合理接受，并且尤其应当：

(i) 授权卖方签署并交付本协议，并批准本协议所设想的交易；

(ii) 认定购买资产的转让合法、有效且可执行，并使买方取得购买资产的有效所有权，且不受一切留置权的约束并予以剥离（任何允许留置权除外）；

(iii) 认定买方根据本协议支付的购买价款及提供的其他对价构成对购买资产的公允且合理的对价；

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（iv）规定，Buyer系根据《破产法》第363(m)条购买Purchased Assets的善意购买人，并且就该出售而言，不存在第363(n)条所列任何事由；

（v）授权Buyer如其自行决定需要，可就Purchased Assets向任何已登记留置权办理终止或注销手续（Permitted Liens除外，或法律另有要求者除外），并要求担保方或留置权人（如适用的非破产法要求或Buyer提出请求时）签署由Buyer准备的解除、注销或清偿文件，由Buyer提交以清除Purchased Assets上记载的任何留置权（Permitted Liens除外）；

（vi）批准对任何Assumed Contracts的承担和转让，并规定，在Buyer或Seller（视适用情况而定）支付适用的Cure Costs（或其他约定金额）后，该合同相对方不得就任何此类Assumed Contract在交割前违约向Seller、其Estate或债权人，或Buyer提出任何剩余请求；

（vii）认定Buyer并未承担Seller任何性质的任何责任或义务，且对Seller的任何此类责任或义务不负任何责任或承担任何义务，包括Seller就任何Taxes或任何交割前责任所负的任何责任（Assumed Contracts的Cure Costs或其他Assumed Liability除外），无论该等责任在交割时是否已知或未知，是否已确定或或有，或是否在交割时已存在或于交割后产生，包括任何性质或形式的继受责任或替代责任，包括但不限于基于反垄断、环境、alter ego、继受人或受让人责任、事实合并、仅是延续或实质延续等任何理论；并且

（viii）放弃根据《联邦破产Procedure.8规则》第6004(h)条或6006(d)条本应适用的任何自动暂缓效力

(b) 任何法院、法庭或政府实体发布的禁令、暂停、类似命令或判令均不得生效，以限制、禁止、暂停或阻止本协议所拟进行交易的完成。

VII.2 Buyer义务的条件。Buyer完成本协议所拟交易的义务以满足（或由Buyer放弃）以下条件为前提：

(a) Seller已在实质方面履行其根据本协议应于交割日或之前履行的全部义务；并且

（b）Seller在本协议中所作的陈述与保证在交割日及截至交割日时均应真实、准确，犹如其系在交割日及截至交割日时作出的一样。

(c) Buyer已收到：(i) 来自Texas-New Mexico Power Company（“TNMP”）的书面确认，表明不少于54 MW的稳固输送容量可供Data Center使用，供由Pyote Property通过TNMP现有

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交付点（“Pyote 负荷”），且不附带任何要求输电升级或进一步批准的条件；以及（ii）在取得任何所需同意的前提下，将与 TNMP 或任何其他一方就向 Pyote Property 供电、送电或互联有关的每一项协议转让给买方；或者，如不存在此类有效协议，则就 Pyote 负荷订立一份新的服务协议（统称为“批准”）。

(d) 买方应当在交割时或之前收到以下任一文件或安排：（a）由记录在案的、影响 Pyote Property 的每一位矿产权、租赁权或其他矿产授予或权益持有人（“矿产权”）出具的书面地表使用豁免和/或协议，其形式和内容均令买方满意，以允许其将 Pyote Property 用作数据中心，并可供在县契据记录中登记；或（b）以买方满意的形式和内容，对矿产权作出完全所有权转让、转让或租赁权益安排，以允许其将 Pyote Property 用作数据中心，并可供在县契据记录中登记；或（c）足以令买方满意的证明，证明该等矿产权已就 Pyote Property 的所有权记录被移除、解除、终止，或已以其他方式修订、从属化或解决，以便在交割时允许其将 Pyote Property 用作数据中心；或者，双方已就 Pyote Property 的权属问题的其他解决方案达成一致。卖方应尽商业上合理努力，协助买方识别适用的矿产权持有人，并在交割前取得所需文件或协议。就本小节所述取得已签署权属文件、同意和协议的所有费用及其他对价，均由买方承担。

(e) 自生效日起，不应发生任何事件、变化、情况或条件，并且该等事件、变化、情况或条件已经或可合理预期会对所购资产、与其相关的公用事业权利，或买方将 Pyote Property 用作数据中心的拟定用途造成重大不利影响，包括任何重大灾害、征收、公用事业容量损失、重大政府行为或任何被承接合同的重大终止。

(f) 为完成本协议所设想之交易所需的全部必要政府批准、许可、授权、同意及申报均已取得或完成，并且均完全有效。

(g) 除由买方支付的产权保险费、批注费以及产权公司收取的其他费用，以及买方满足产权公司出具产权保单而要求的、且只能由买方满足的任何其他条件外，产权公司已无条件承诺就 Pyote Property 出具所有权保险业主保单（“产权保险”），其形式及批注应为德克萨斯州可提供且为买方接受的形式，保险范围应涵盖买方对 Pyote Property 的产权，金额为全部购买价，并且除允许留置权及买方依本协议条款接受的留置权外，不附带任何留置权或其他负担。

(h) 为完成本协议所设想之交易所需的所有重大第三方同意（通过破产法院程序取得的除外）均已取得，并且均完全有效。

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(i) Tarbush 协议项下的交割（定义见 Tarbush 协议）应已大体上与本协议项下的交割同时发生。

(j) 买方已：

(i) 已收到（y）德克萨斯州 Ward County 及任何其他适用的政府和/或准政府机构按要求作出的最终且不可上诉的分区及并入批准，并且该等批准允许将 Pyote Property 开发为数据中心；或（z）已合理确定，适用于对 Pyote Property 具有管辖权的所有政府和/或准政府机构均允许将 Pyote Property 开发为数据中心，且可“依法当然”进行（即，无需取得任何酌情分区批准）；

(ii) 已收到足以支持将 Pyote Property 建设和运营为数据中心的合同性供水服务、权利及配额（由买方合理确定）；

(iii) 已收到环境报告，包括但不限于第一阶段 ESA 和第二阶段 ESA（如适用），确认 Pyote Property 上不存在任何管辖性或受保护的水道；受保护物种；或历史、文化或考古遗址或物件，各项均反映不存在重大不利环境状况，且其形式和内容均为买方合理满意；并且

(iv) 已收到为使用、开发或运营 Pyote Property 合理必要或适宜的一切地役权、通行权及类似通达权（包括但不限于光纤、水、污水及接入地役权）。

(k) 对于具有 Pyote Property 管辖权的任何政府实体（包括德克萨斯州 Ward County），均未制定、采纳或颁布任何法律、命令、禁令或其他法律要求，无论临时或永久，其（i）禁止、暂停或实质限制或附加条件于在 Pyote Property 上开发、建设或运营数据中心，或（ii）对 Pyote Property 或该等用途施加任何分区、许可或其他土地使用批准要求，而该等要求在生效日并不适用；但前提是，上述规定不适用于德克萨斯州商业不动产的一般适用法律、命令或要求，且该等法律、命令或要求并未明确适用于数据中心，或对数据中心、对 Pyote Property 预期规模的电力负荷，或向该等负荷供电或与之互联施加特定要求。

VII.3 卖方履行义务的条件。卖方完成本协议所设想之交易的义务，以满足（或由卖方放弃）以下进一步条件为前提：

(a) 买方已在所有重大方面履行其根据本协议于交割日或之前应履行的全部义务；以及 25
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(b) 本协议中所载买方的陈述和保证在交割日时以及截至交割日时应真实、正确，视同其于交割日时作出并截至交割日时作出。

第八条

终止

VIII.1 终止理由。本协议可在交割前任何时间由以下任一方终止：

(a) 卖方与买方书面共同同意；

(b) 买方或卖方，在具有管辖权的法院签发限制、禁止或以其他方式阻止交割完成，或宣布本协议所设想交易违法的命令，且该命令已成为最终、具有约束力且不可上诉的情况下；但如果该命令的签发系因该方未履行其在本协议项下的任何义务所致，则任何一方均不得依本第 8.1(b) 条终止本协议；

(c) 买方或卖方，如果交割未在 2026年11月30日 当日或之前完成，或未在双方同意的较晚日期完成（“最后期限”）；但如果交割未能在最后期限前完成系因该方未履行其在本协议项下的任何义务所致，则该方不得依据本第 8.1(c) 条终止本协议；

(d) 买方，如果本协议所列任何重大条件未由卖方满足，或者第 7.2 条的条件未得到满足，且该条件无法得到满足，除非买方选择放弃该等满足要求；

(e) 卖方，如果因买方违约而买方未能依本协议完成交割，除非卖方选择放弃该等违约；但前提是，除非买方因违反本协议而未能完成交割，否则卖方无权终止本协议或保留保证金。为免生疑问，如果买方未能完成交割系由于卖方违约、未履行、未满足交割条件或任何其他并非因买方违约所致的情形，则买方有权取回保证金；

(f) 买方，如果买方并非拍卖中的中标方或备选中标方，且卖方与中标方或备选中标方订立了竞争性交易；

(g) 买方，如果破产案件被驳回，或转为《破产法典》第 7 章项下的案件或案件，或如果在该破产案件中任命了具有扩大权力以经营或管理卖方财务事务或重组事务的受托人或审查员；

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(h) 买方，如果卖方撤回或寻求授权撤回竞标程序/出售动议。

(i) 买方，在发生影响购买资产的重大事故或征收时。

欲依据本条终止本协议的任何一方，应按照本文所列通知条款向另一方发出该等终止通知。
尽管有前述规定，但除卖方根据第8.1(e)条终止本协议的情形外，买方有权全额收取诚信保证金，且卖方无权保留、抵扣或以其他方式主张诚信保证金的任何部分。

VIII.2 终止的效力。

(a) 如本协议由买方依据第
8.1(d)条终止，买方有权在该等终止后三
(3)个营业日内取回诚信保证金（含利息）。

(b) 如本协议由卖方依据第
8.1(e)条终止，买方应没收诚信保证金，且该诚信保证金应作为清算损害赔偿金成为卖方遗产的财产。

(c) 如本协议依据第8.1条的任何其他分项终止，则该等终止对本协议任何一方均不向另一方承担责任，且诚信保证金（含利息）应在该等终止后三(3)个营业日内退还给买方。

第九条

对卖方尚未履行合同的承担

IX.1 承担合同。买方应独自负责，并应在交割时或之前支付或促使支付与承担合同相关的所有补救费用。除非附件B中明示列明，买方无义务支付任何补救费用。卖方声明并保证，附件B列明了每一份承担合同的全部已知补救费用的完整且准确清单。

第十条

其他事项

X.1 进一步保证。于交割日后，各方应签署并交付可能为将购买资产按本文所载条款转移并过户给买方，以及以其他方式遵守本协议条款并完成本文所设交易而合理必要的进一步文件，并履行相应行为。

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X.2 通知。根据本协议，向任何一方发出的所有通知、请求及其他通信均应以书面形式通过电子邮件发送，并应按如下方式送达：

致卖方：Lonestar Dream Inc. 和 Lonestar Taproot LLC
收件人：Michael DuFrayne，首席重组官（CRO）
(mdufrayne@dufraynellc.com)

抄送：Stephen M. Packman, Esq.
(spackman@archerlaw.com)

致买方：CES Acquisitions LLC
收件人：Nader Pakfar，房地产总法律顾问
(npakfar@crusoe.ai)

抄送：Elkins Kalt Weintraub Reuben Gartside LLP
收件人：Michael I. Gottfried, Esq.
(mgottfried@elkinskalt.com) 和 Cole F. Nicholas, Esq. (cnicholas@elkinskalt.com)

所有该等通知、请求及其他通信，如在送达地下午5:00时之前收到，且该日为送达地的营业日，则应视为于收件人收到之日送达。否则，任何该等通知、请求或通信均应视为直至送达地下一营业日方才收到。

X.3 大宗销售法。各方特此放弃遵守任何可能适用于向买方出售全部或任何购买资产的、任何司法辖区内任何大宗销售、大宗转让或类似法律的规定。

X.4 费用。除本文另有规定外，各方应自行承担与本协议及本协议拟议交易相关的各项费用，包括但不限于任何法律、会计及其他专业费用，无论本协议拟议交易是否完成。

X.5 放弃。任何一方未行使或延迟行使本协议项下任何权利、权力或特权，均不构成对其的放弃；任何单独或部分行使亦不妨碍其进一步行使任何其他或进一步的行使，或行使任何其他权利、权力或特权。本文所规定的权利和救济是累积性的，且不排斥法律规定的任何权利或救济。

X.6 继受人及受让人。本协议的条款对各方及其各自的继受人和受让人均具有约束力，并使其受益。
尽管本文有任何相反规定，买方有权在其唯一且绝对自行决定并且无需卖方事先同意的情况下，将本协议及其项下的权利和义务全部或部分转让给买方的一个或多个关联方，或一个或多个指定方（包括但不限于为完成本协议拟议交易而设立的任何实体）；但前提是，该等转让

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不得解除买方在本协议项下的义务。未经买方事先书面同意，卖方不得全部或部分转让本协议或其在本协议项下的权利。

X.7 风险承担。卖方同意承担在其所有权转移给买方之日或之前发生于购买资产的灭失或损坏风险。如在转移前，Pyote Property 的全部或重大部分系未完成之或拟议中的征收程序标的，或 Pyote Property 已遭重大损坏或灭失，卖方应将该事实通知买方，且买方有权选择终止本协议；如买方选择终止本协议，则诚信保证金连同其所生全部利息应立即退还给买方。如本协议终止且诚信保证金连同应计利息依前述规定退还，则双方在本协议项下不再享有任何进一步权利或义务。如在收到卖方前述通知后，买方未行使其终止本协议的权利，则双方仍受本协议约束，且卖方应转让并移交，买方有权取得并保留该通知所述征收的全部裁定款项，或因该等毁损或损坏而应支付的全部保险赔付以及卖方应支付的任何免赔额。如在转移前，构成设备的购买资产任何部分已遭重大损坏、遗失或灭失，或购买资产发生重大征收，卖方应将该事实通知买方，且买方可选择：(i) 接受因该等灭失、损坏、遗失或征收而应支付的全部保险或征收赔付款以及卖方应支付的任何免赔额；或 (ii) 同意按当前双方共同商定的被遗失、受损或被毁灭购买资产价值减少购买价格；或 (iii) 终止本协议并立即取回诚信保证金
（含利息）。

X.8 适用法律。本协议应按照纽约州法律解释、履行并执行，并受其管辖，但不适用其法律冲突原则（无论为纽约州还是任何其他司法辖区的原则），以致适用纽约州以外任何司法辖区的法律；但在该等法律被《破产法典》取代的范围内除外。
本协议各方不可撤销地选定破产法院作为因本协议引起或与本协议相关的任何事项的唯一司法审理论坛，并同意该法院的专属管辖，并放弃就此要求陪审团审判的任何权利。

本协议各方在适用法律允许的最大范围内，放弃在任何由任何一方针对任何其他一方或其任何受让人提起的、任何类型的诉讼、程序或其他诉讼中，就任何基于本协议或本协议所拟议交易或与之相关的任何请求或诉因接受陪审团审判的权利，无论该等请求系基于合同、侵权或其他原因。

X.9 完整协议；修订；副本。本协议构成各方就其标的事项达成的完整协议，且仅可由卖方和买方以书面形式签署修订。本协议可签署若干份副本，每一份均构成正本，而所有副本合并后应29
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构成同一份文书。本协议在本协议各方已收到由对方签署的本协议对应副本时即生效。

X.10 标题；表头；解释。本文中的标题仅为检索方便而列示，在解释或理解本文时应予忽略。本协议中的标题仅为方便起见，绝无意用于描述、解释、界定或限制本协议的范围、幅度或意图。
凡本协议使用“include”、“includes”或“including”字样时，均应视为其后接有“without limitation”字样。若出现歧义或意图或解释方面的问题，本协议应视为由各方共同起草，且不得因本协议任何条款的起草者而产生有利或不利于任何一方的推定或举证责任。

X.11 约束各方。本协议的条款和条件对各方及其各自的继承人、遗嘱执行人、继任人以及获准受让人均具有约束力，并应使其受益。

X.12 可分割性。除非本文另有规定，如本协议任何条款被有管辖权法院认定为不可执行，则该条款应自动予以修订并作相应解释，使其在法律或衡平法允许的最大范围内有效、生效并可执行，同时保留其原始意图。本协议任何部分或条款无效，不应导致本协议其余部分无效。

10.13 管辖权保留。有关本协议最终完成及执行的任何及所有争议、分歧、
解释或其他事项，均应并将继续归破产法院专属管辖，因此，任何诉状、诉因或其他救济请求，均必须由寻求该等救济的一方提交至该法院。

兹证明，各方已于生效日签署本协议。

卖方：
LONESTAR DREAM INC.
由：_____
姓名：
职务：
LONESTAR TAPROOT LLC
由：_____
姓名：
职务：
买方：
CES ACQUISITIONS LLC
由：_____

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姓名：Nader Pakfar
职务：总法律顾问，房地产

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附录 I

若干定义

“拍卖”系指在根据竞标程序提交更高且更优报价的情况下，由卖方举行的拍卖。

“竞标程序”系指根据竞标程序命令并附于其后的、规范拟议的购买资产营销、拍卖及竞价程序。

“竞标程序/出售动议”系指请求作出以下命令的动议：(i) 竞标程序命令，以及 (ii) 出售批准命令，其形式和内容应令买方合理满意。

“竞标程序命令”系指破产法院于 2026年8月17日 作出的命令，即：(I) 批准对债务人几乎全部资产出售的竞标程序；(II) 授权债务人指定领投竞标人；(III) 安排拍卖并批准其通知的形式和方式；(IV) 批准指定待履行合同及未到期租约的承接与转让或拒绝的程序；(V) 安排出售听证并批准其通知的形式和方式；以及 (VI) 授予相关救济的命令。

“营业日”系指非星期六、星期日，且纽约州纽约市的银行机构无须营业的任何一天。

“索赔”系指任何索赔、请求、评估、判决、命令、裁定、诉讼、诉因、诉讼程序、起诉、调查或其他程序。

“竞争性交易”系指与一名竞标人进行的交易，该竞标人向卖方就购买资产提出了高于且优于买方所提出报价的更高且更优购买价，而该更高且更优报价已获破产法院命令批准。

“补救成本”系指为补救根据《破产法》第 365 条(1) 要求补救的任何金钱性违约，或为依《破产法》促使债务人承接并向买方转让已承接合同而应支付的全部款项。

“数据中心”系指任何旨在全部或部分用于容纳、供电、冷却、互联或运行计算、数据处理、数据存储、网络、通信或类似信息技术或电子设备的设施，用于高性能计算、人工智能、机器学习、云、托管或共置业务；但为免生疑义，不包括主要用于挖掘比特币或其他加密货币、数字资产、代币或类似基于区块链资产而运营的此类设施。

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“债务人”指 Lonestar Dream, Inc. 和 Lonestar Taproot LLC。

“财产”系指卖方在破产案件中的破产财产，包括破产申请日债务人的全部资产、权利和利益。

“最终命令”指其效力或作用未被中止，且就该命令或判决（或其任何修订、修改或变更）而言，提起上诉、申请复审或再议的期限已届满，并且未提起上诉、复审申请或复议动议，且亦未待争论的命令或判决。

“政府实体”指任何联邦、州、地方或外国的政治分支、法院、行政机构、委员会、局、专员机关、部门或其他政府权力机构或政府工具。

“法律”指任何法律、成文法、条约、规则、指令、规章或任何
政府实体的命令。

“责任”指任何责任或义务，无论已知或未知、已主张或未主张、绝对或或有、已发生或未发生、已确定或未确定、且无论是否到期，以及无论何时被主张。

“重大不利影响”指任何事件、变化、情况、发生、影响、发展或事实状态，其单独或合并而言，(a) 已经对所购资产产生，或合理预期会对所购资产产生重大不利影响；或 (b) 合理预期会阻止、重大延迟或重大损害卖方完成本协议所设想交易的能力；但前提是，下列任何情况，无论单独发生还是合并发生，均不得视为构成，或在判断是否已发生重大不利影响时予以考虑：(i) 一般经济、监管或政治条件，或一般金融、信贷或证券市场的变化（包括利率或汇率的变化）；(ii) 一般影响业务所处行业的变化；(iii) 法律或 GAAP 的变化（或其权威解释的变化）；(iv) 任何自然灾害、天灾、流行病、全球大流行或疾病爆发；(v) 任何恐怖主义、破坏、网络攻击、军事行动或战争行为；或 (vi) 本协议所设想交易或破产案件的公告或悬而未决；此外，依据第 (i) 至 (v) 款所述的任何事件、变化、情况、发生、影响、发展或事实状态，只有在该事件、变化、情况、发生、影响、发展或事实状态对所购资产具有不成比例的负面影响时，才可在判断是否发生重大不利影响时予以考虑。

“命令”指任何政府实体或仲裁员的判决、令状、法令、合规协议、禁令、规则、裁决、和解协议或命令。

“许可”指自政府实体取得的，或必须自政府实体取得的全部许可、执照、授权、登记、特许、批准、证书、例外及类似权利。

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“电力权利”指与 Pyote Property 相关的电力分配及相关电力权利，包括 Pyote Load。

“程序”指任何诉讼、案件、争议、仲裁、程序（包括任何民事、刑事、行政、调查或上诉程序）、听证、审计、检查或调查，由任何法院或其他政府实体，或任何仲裁员或仲裁庭发起、提起、进行或审理，或以其他方式涉及上述机构。

“人”应作广义解释，包括个人、合伙企业、公司、有限责任公司、协会、股份公司、信托、合资企业、非法人组织，或包括政府实体在内的其他实体（或其任何部门、机构或政治分支）。

“Tarbush 协议”指截至本协议日期，由 LONESTAR DREAM INC.（一家特拉华州公司）作为卖方、LONESTAR TAPROOT LLC（一家特拉华州有限责任公司）作为卖方，以及 Buyer 作为买方签署的某一资产购买协议，该协议基本上与本协议同时签署。

“税”或“税款”指任何联邦、州、地方或外国的所得税、总收入税、执照税、工资税、就业税、消费税、离职税、印花税、职业税、溢利税、环境税、关税、资本股税、特许税、利润税、预扣税、社会保障税（或类似税）、失业税、残疾税、不动产税、动产税、销售税、使用税、转让税、登记税、增值税、替代税或附加最低税、预估税，或任何其他种类的税，以及其中任何利息、罚金或附加额，无论是否存在争议。

“纳税申报表”指任何与税款有关的申报、声明、报告、退税申请或信息申报表或声明，包括其任何附表或附件，以及其任何修订。

“出售批准命令”指破产法院作出的形式和实质均为 Buyer 可接受的命令，其中除其他事项外，(a) 批准 (i) 本协议以及债务人对本协议及本协议所设想的其他文书和协议的签署、交付和履行；(ii) 将所购资产出售给 Buyer，且不受所有留置权影响并予以解除；(iii) 按照本协议所载条款将假定合同由债务人承担并转让给 Buyer；以及 (b) 认定 Buyer 为善意购买人。

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对应原文第 98 页

附录 A 所购资产

资产编号 实体 总账账户 发票 文件中的位置 编号 供应商名称 资产描述
日期 服务
L001 Lonestar Land 02/25/2022 02/25/2022 Priority Power 22.97 英亩，位于第 75 区，
Taproot Management 第 34 区块 Ward County
LLC
F002 Lonestar Furniture & 08/21/2024 08/21/2024 Fucheng Steel 活动房屋
Taproot Fixtures Huaying
Integrated
Housing CO.
F003 Lonestar Furniture & 08/21/2024 08/21/2024 Fucheng Steel 活动房屋
Taproot Fixtures Huaying
Integrated
Housing CO.
V001 Lonestar Vehicles 01/18/2022 01/01/2022 2018 Toyota Tacoma
Dream Dream
LI001 Lonestar Land 03/31/2022 04/01/2022 24880 All State Fence All State Fence 6' 11 链式
Taproot Improvements Company 围栏
LI003 Lonestar Land 07/28/2022 08/01/2022 25347 All State Fence 重型焊接框架及
Taproot Improvements Company 端柱和门柱，配混凝土
LI007 Lonestar Land 12/31/2021 04/01/2022 2130-001 Charis Charis Engineering 民用、
Taproot Improvements Engineering, Mechanical, and Electrical
LLC 设计

LI010 Lonestar Land 12/31/2021 04/01/2022 1133 及 1159 及 Westwood 进场道路垫层
Taproot Improvements 变更单 Transport, LLC.
LI010 Lonestar Land 01/31/2022 04/01/2022 1133 及 1159 及 Westwood 进场道路垫层变更
Taproot Improvements 变更单 Transport, LLC. 订单 1 - Pyote HWY
变更及钙质碎石坑
设备
LI011 Lonestar Land 04/06/2022 05/01/2022 1201 Westwood 平整、垫层及主
Taproot Improvements Transport, LLC. 入口最终付款
30% + 变更单
LI013 Lonestar Land 05/23/2022 06/01/2022 变更单 10 Westwood 主入口及
Taproot Improvements Transport, LLC. 电工道路垫层
LI014 Lonestar Land 06/02/2022 07/01/2022 1230 Westwood 运送豌豆砾石
Taproot Improvements Transport, LLC. 交付及人工
BD001 Lonestar Land 01/31/2022 04/01/2022 20688408 Elite Supply 5" 134W 304SS 管道 Pyote
Taproot Improvements Partners Inc

BD002 Lonestar Buildings 03/31/2022 04/01/2022 ICJE4 Lonestar Dream Chao Suan Pyote 场地 3D
Taproot Inc. 型号
BD004 Lonestar Buildings 12/31/2021 01/01/2022 TG00147 Terracon Terracon Consultants, Inc.
Taproot Consultants, Inc. 岩土 Pyote
BD005 Lonestar Buildings Various 01/01/2023 Pyote Building 1 JNL Steel 浸入式建筑 1
Taproot Components,

Inc/Delta
Overhead
Doors/West Tex
Field Services,
LLC

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4914-1870-6899, v. 7

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对应原文第 99 页

资产编号 | 实体 | 总账科目 | 发票日期 | 文档位置 | 单据编号 | 供应商名称 | 资产描述
服务日期
BD006 Lonestar Buildings Various 01/01/2023 Pyote Building 2 West Tex Field Immersion Building 2
Taproot Services,
LLC/JNL Steel
Components,
Inc/Westwood
Transport, LLC.
BD007 Lonestar Buildings 04/06/2022 05/01/2022 变更订单 1 & 2 West Tex Field Pyote 泵房及聚乙烯
Taproot Services, LLC 管道（变更订单编号2）
TF003 Lonestar Transformers 02/28/2022 04/01/2022 420382 Alamo 500KVA 12470Y 208Y/120
Taproot Transformer 3 相序底座式 序列号
Supply Company #72112393552 已安装
Inc.
TF004 Lonestar Transformers 01/25/2022 04/01/2022 INV-85345 Maddox MT13798-S 500 kVA
Taproot Industrial 底座式变压器 高压：
Transformer 24940 GY 14400 低压：480
Y 277 已安装

TF031 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100095
LTD. 已安装于 Pyote
TF032 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100109
LTD. 已安装于 Pyote
TF033 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100101
LTD. 已安装于 Pyote
TF034 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100102
LTD. 已安装于 Pyote

TF035 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100100
LTD. 已安装于 Pyote
TF036 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100110
LTD. 已安装于 Pyote
TF037 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA

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Taproot 0920 Transformer Co., 序列号：HPT003100099
LTD. 已安装于 Pyote
TF038 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100096
LTD. 已安装于 Pyote

TF039 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100104
LTD. 已安装于 Pyote
TF040 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100105
LTD. 已安装于 Pyote

TF041 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100103
LTD. 已安装于 Pyote
TF042 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100112
LTD. 已安装于 Pyote
TF043 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100098
LTD. 已安装于 Pyote
TF044 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100114
LTD. 已安装于 Pyote

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资产编号 | 实体 | 总账科目 | 发票日期 | 文档位置 | 单据编号 | 供应商名称 | 资产描述
服务日期
TF045 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100120
LTD. 已安装于 Pyote
TF046 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100134
LTD. 已安装于 Pyote
TF047 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100107
LTD. 已安装于 Pyote
TF048 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100141
LTD. 已安装于 Pyote

TF050 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100097
LTD. 已安装于 Pyote
TF051 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100123
LTD. 已安装于 Pyote
TF052 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100137
LTD. 已安装于 Pyote
TF053 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100125
LTD. 已安装于 Pyote

TF054 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100113
LTD. 已安装于 Pyote
TF055 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100106
LTD. 已安装于 Pyote
CN017 Lonestar Computer & 03/31/2022 04/01/2022 ICJE4 Lonestar Dream Chao Suan Cisco 网络
Taproot Network Inc. 设备

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Equipment
CN018 Lonestar Computer & 03/31/2022 04/01/2022 ICJE4 Lonestar Dream Chao Suan H3C 网络
Taproot Network Inc. 设备
Equipment
CN020 Lonestar Computer & 02/28/2022 04/01/2022 INET0013435 Infrastructure Infrastructure Networks
Taproot Network Networks Inc. 互联网安装 Pyote
Equipment

CN021 Lonestar Computer & 08/01/2022 09/01/2022 INET0015587 Infrastructure 安装、五金件、
Taproot Network Networks Inc. 紧固件、连接器
Equipment
CN022 Lonestar Computer & 10/24/2022 11/01/2022 IN-00062689 FiberLight, LLC 光纤安装
Taproot Network
Equipment

TM001 Lonestar Tools, 02/16/2022 04/01/2022 22-0013 Crane Monsters 二手 2009 Grove RT700E
Taproot Machinery & Corp 越野起重机
Equipment
TM002 Lonestar Tools, 06/04/2022 09/01/2022 22-0035Tarbush Crane Monsters 二手 2009 Tadano
Taproot Machinery & Corp GR600SL 起重机 Tarbush
Equipment
TM003 Lonestar Tools, 03/31/2022 04/01/2022 203629654-001 United Rentals Skytrak 10054 动力与
Taproot Machinery & Power & HVAC HVAC 叉车 序列号：
Equipment 0160062628
TM006 Lonestar Tools, 03/01/2022 04/01/2022 1209622-0001 Texas First 100 KW（125 KWA）拖式
Taproot Machinery & Rental 发电机 型号 XQ100N
Equipment 序列号：0D4D02621
VIN:16MPF1120CD065102

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4914-1870-6899, v. 7

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对应原文第 101 页

资产编号 | 实体 | 总账科目 | 发票日期 | 文档位置 | 单据编号 | 供应商名称 | 资产描述
服务日期
TM009 Lonestar Tools, 06/06/2022 07/01/2024 INV0152 CNO 摄像头安装人工、
Taproot Machinery & Technologies, 差旅及材料
Equipment LLC
TM010 Lonestar Tools, 12/01/2025 12/01/2025 Mars Dream 叉车 Huayee 型号
Taproot Machinery & HYD20 2024
Equipment SN#HY24082231
V004 Lonestar Vehicles 05/31/2022 06/01/2022 03-492978 National Storage Nationwide Trailers 25'
Taproot Taproot Tank, Inc. 低矮平板车带双轮 $15,700.22 +
$1,744.47 序列号：
4P53F3425N1382655
V005 Lonestar Vehicles 05/31/2022 06/01/2022 09-494694 National Storage Nationwide Trailers Look
Taproot Taproot Tank, Inc. CP,CR,7X16 年份：2023 序列号：
53BMTEA23PR010745
V010 Lonestar Vehicles 04/22/2022 09/01/2022 1K00815 Ewald Kubota Kubota
Taproot Taproot Inc. RTV-XG850SLAS22

HD041 Lonestar Cooling 12/31/2021 04/01/2022 5964 Elite Drillers Pyote 水井——钻井
Taproot System Corporation of Water Well and Pump
-Hydro 安装
HD042 Lonestar Cooling 05/27/2022 06/01/2022 6035 Elite Drillers Pyote 水井——钻井
Taproot System Corporation of Water Well and Pump
-Hydro 安装 北井
HD043 Lonestar Cooling 01/13/2022 04/01/2022 ECT104-18 East Coast Tank East Coast Tank 水
Taproot System Storage Tanks 39’6"直径 x
-Hydro 10’7"高
HD044 Lonestar Cooling 01/13/2022 04/01/2022 ECT104-18 East Coast Tank East Coast Tank 水
Taproot System Storage Tanks 39’6"直径 x
-Hydro 10’7"高
HD045 Lonestar Cooling 02/28/2022 04/01/2022 21-152-F National Storage National Storage 水箱 102"
Taproot System Tank, Inc. 直径 80" 高度 2,500 加仑
-Hydro Water Tank

HD046 Lonestar Cooling 02/28/2022 04/01/2022 21-152-F National Storage National Storage 水箱 102"
Taproot System Tank, Inc. 直径 80" 高度 2,500 加仑
-Hydro Water Tank
HD047 Lonestar Cooling 02/28/2022 04/01/2022 21-152-F National Storage National Storage 水箱 102"
Taproot System Tank, Inc. 直径 80" 高度 2,500 加仑
-Hydro Water Tank
HD048 Lonestar Cooling 02/28/2022 04/01/2022 21-152-F National Storage National Storage 水箱 102"
Taproot System Tank, Inc. 直径 80" 高度 2,500 加仑
-Hydro Water Tank
HD049 Lonestar Cooling 02/28/2022 04/01/2022 21-152-F National Storage National Storage 水箱 102"
Taproot System Tank, Inc. 直径 80" 高度 2,500 加仑
-Hydro Water Tank

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HD050 Lonestar Cooling 02/28/2022 04/01/2022 21-152-F National Storage National Storage 水箱 102"
Taproot System Tank, Inc. 直径 80" 高度 2,500 加仑
-Hydro Water Tank
HD051 Lonestar Cooling 02/28/2022 04/01/2022 21-152-F National Storage National Storage 水箱 102"

Taproot System Tank, Inc. 直径 80" 高度 2,500 加仑
-Hydro Water Tank
HD055 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵 in -Hydro Pyote 泵房
HD056 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵 in -Hydro Pyote 泵房
HD057 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵 in -Hydro Pyote 泵房

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对应原文第 102 页

资产编号 实体 总账科目 发票 文档位置 编号 供应商名称 资产描述
日期 服务
HD058 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵，位于 -Hydro Pyote 泵房
HD059 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵，位于 -Hydro Pyote 泵房
HD060 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵，位于 -Hydro Pyote 泵房
HD061 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵，位于 -Hydro Pyote 泵房
HD062 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵，位于 -Hydro Pyote 泵房
HD063 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵，位于 -Hydro Pyote 泵房
HD064 Lonestar Cooling 03/31/2022 04/01/2022 ICJE4 Lonestar Dream RO 系统 - Chao Suan
Taproot System Inc. 反渗透水
-Hydro 净化设备
HD065 Lonestar Cooling 06/18/2022 07/01/2022 咸水 WLT Trading RO 系统 - 咸水
Taproot System LLC 水系统净化
-Hydro & MingYaMai 水
处理设备

$10.382.51 + WLT Logistic
$27,662.12
HD066 Lonestar Cooling 各种 07/01/2022 1179 Westwood Hydro Antboxes 安装
Taproot System Transport,
-Hydro LLC./LIV
Consulting/
HD067 Lonestar Cooling 12/02/2022 02/01/2022 资本化人工分摊表 Lonestar Dream To Allocate Capitalized
Taproot System Inc. 劳动力至冷却
-Hydro Systems
IM001 Lonestar Cooling 04/12/2022 05/01/2022 1412252869 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM002 Lonestar Cooling 04/12/2022 05/01/2022 1412252870 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM003 Lonestar Cooling 04/12/2022 05/01/2022 1412252871 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM004 Lonestar Cooling 04/12/2022 05/01/2022 1412252872 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion

IM005 Lonestar Cooling 04/12/2022 05/01/2022 1412252873 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X

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-Immersion
IM006 Lonestar Cooling 04/12/2022 05/01/2022 1412252874 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion

IM007 Lonestar Cooling 04/12/2022 05/01/2022 1412252875 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM008 Lonestar Cooling 04/12/2022 05/01/2022 1412252876 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion

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4914-1870-6899, v. 7

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对应原文第 103 页

资产编号 实体 总账科目 发票 文档位置 编号 供应商名称 资产描述
日期 服务
IM009 Lonestar Cooling 04/12/2022 05/01/2022 1412252877 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM010 Lonestar Cooling 04/12/2022 05/01/2022 1412252878 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM011 Lonestar Cooling 04/12/2022 05/01/2022 1412252879 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM012 Lonestar Cooling 04/12/2022 05/01/2022 1412252880 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM013 Lonestar Cooling 04/12/2022 05/01/2022 1412252881 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM014 Lonestar Cooling 04/12/2022 05/01/2022 1412252882 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion

IM015 Lonestar Cooling 04/12/2022 05/01/2022 1412252883 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM016 Lonestar Cooling 04/12/2022 05/01/2022 1412252884 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM017 Lonestar Cooling 04/12/2022 05/01/2022 1412252885 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM018 Lonestar Cooling 04/12/2022 05/01/2022 1412252886 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM019 Lonestar Cooling 04/12/2022 05/01/2022 1412252887 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM020 Lonestar Cooling 05/01/2022 10/01/2023 1412252888 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion

IM021 Lonestar Cooling 05/01/2022 10/01/2023 1412252889 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM022 Lonestar Cooling 05/01/2022 10/01/2023 1412252890 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion

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IM023 Lonestar Cooling 05/01/2022 10/01/2023 1412252891 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM024 Lonestar Cooling 05/01/2022 10/01/2023 1412252892 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM025 Lonestar Cooling 05/01/2022 10/01/2023 1412252893 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion

IM026 Lonestar Cooling 05/01/2022 10/01/2023 1412252894 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM027 Lonestar Cooling 05/01/2022 10/01/2023 1412252895 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion

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资产编号 实体 总账科目 发票 文档位置 编号 供应商名称 资产描述
日期 服务
IM028 Lonestar Cooling 05/01/2022 10/01/2023 1412252896 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM029 Lonestar Cooling 05/01/2022 10/01/2023 1412252897 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM030 Lonestar Cooling 05/01/2022 10/01/2023 1412252898 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM031 Lonestar Cooling 05/01/2022 10/01/2023 1412252899 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM032 Lonestar Cooling 05/01/2022 10/01/2023 1412252900 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM033 Lonestar Cooling 05/01/2022 10/01/2023 1412252901 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion

IM034 Lonestar Cooling 05/01/2022 10/01/2023 1412252902 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM035 Lonestar Cooling 05/01/2022 10/01/2023 1412252903 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM036 Lonestar Cooling 05/01/2022 10/01/2023 1412252904 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM037 Lonestar Cooling 05/01/2022 10/01/2023 1412252905 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM038 Lonestar Cooling 05/01/2022 10/01/2023 1412252906 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM039 Lonestar Cooling 05/01/2022 10/01/2023 1412252907 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion

IM040 Lonestar Cooling 05/01/2022 10/01/2023 1412252908 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM041 Lonestar Cooling 05/01/2022 10/01/2023 1412252909 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion

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IM042 Lonestar Cooling 05/01/2022 10/01/2023 1412252910 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM043 Lonestar Cooling 05/01/2022 10/01/2023 1412252911 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM044 Lonestar Cooling 05/01/2022 10/01/2023 1412252912 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion

IM045 Lonestar Cooling 05/01/2022 10/01/2023 1412252913 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion
IM046 Lonestar Cooling 05/01/2022 10/01/2023 1412252914 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company 流体 S3X
-Immersion

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资产编号 实体 总分类账科目 发票 在文件中的位置 编号 供应商名称 资产描述
日期 服务
IM047 Lonestar Cooling 05/01/2022 10/01/2023 1412252915 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM048 Lonestar Cooling 05/01/2022 10/01/2023 1412252916 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM049 Lonestar Cooling 05/01/2022 10/01/2023 1412252917 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM050 Lonestar Cooling 05/01/2022 10/01/2023 1412252918 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM051 Lonestar Cooling 05/01/2022 10/01/2023 1412252919 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM052 Lonestar Cooling 05/01/2022 10/01/2023 1412252920 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式

IM053 Lonestar Cooling 05/01/2022 10/01/2023 1412252921 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM054 Lonestar Cooling 05/01/2022 10/01/2023 1412252922 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM055 Lonestar Cooling 05/01/2022 10/01/2023 1412252923 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM056 Lonestar Cooling 05/01/2022 10/01/2023 1412252924 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM057 Lonestar Cooling 05/01/2022 10/01/2023 1412252925 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM058 Lonestar Cooling 05/01/2022 10/01/2023 1412252926 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式

IM059 Lonestar Cooling 05/01/2022 10/01/2023 1412252927 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM060 Lonestar Cooling 05/01/2022 10/01/2023 1412252928 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式

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IM061 Lonestar Cooling 05/01/2022 10/01/2023 1412252929 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM062 Lonestar Cooling 05/01/2022 10/01/2023 1412252930 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM063 Lonestar Cooling 05/01/2022 10/01/2023 1412252931 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式

IM064 Lonestar Cooling 05/01/2022 10/01/2023 1412252932 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM065 Lonestar Cooling 05/01/2022 10/01/2023 1412252933 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式

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资产编号 实体 总分类账科目 发票 在文件中的位置 编号 供应商名称 资产描述
日期 服务
IM066 Lonestar Cooling 05/01/2022 10/01/2023 1412252934 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM067 Lonestar Cooling 05/01/2022 10/01/2023 1412252935 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM068 Lonestar Cooling 05/01/2022 10/01/2023 1412252936 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM069 Lonestar Cooling 05/01/2022 10/01/2023 1412252937 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM070 Lonestar Cooling 05/01/2022 10/01/2023 1412252938 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM071 Lonestar Cooling 05/01/2022 10/01/2023 1412252939 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式

IM072 Lonestar Cooling 05/01/2022 10/01/2023 1412252940 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM073 Lonestar Cooling 05/01/2022 10/01/2023 1412252941 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM074 Lonestar Cooling 05/01/2022 10/01/2023 1412252942 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-浸没式
IM108 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-001
IM109 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-002

IM110 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-003

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IM111 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-004
IM112 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-005
IM113 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。

-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-006

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资产编号 实体 总分类账科目 发票 在文件中的位置 编号 供应商名称 资产描述
日期 服务
IM114 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-007
IM115 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-008
IM116 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-009
IM117 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-010

IM118 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-011
IM119 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-012
IM120 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-013
IM121 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-014

IM122 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。

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-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-015
IM123 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-016
IM124 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-017
IM125 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-浸没式 企业 山东 Volks
MODEL-HDVD891-0750
SN: HR20211272-018

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资产编号 实体 总账科目 发票 在文件中的位置 编号 供应商名称 资产描述
日期 服务
IM126 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-019
IM127 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-020
IM128 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-021
IM129 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-022

IM130 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-023
IM131 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-024
IM132 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-025
IM133 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-026

IM134 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。

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-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-027
IM135 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-028
IM136 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-029
IM137 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-030

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资产编号 实体 总账科目 发票 在文件中的位置 编号 供应商名称 资产描述
日期 服务
IM138 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-031
IM139 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-032
IM140 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-033
IM141 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-034

IM142 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-035
IM143 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-036
IM144 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-040
IM145 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-041

IM146 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。

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-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-042
IM147 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-043
IM148 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-044
IM149 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-045

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对应原文第 110 页

资产编号 实体 总账科目 发票 在文件中的位置 编号 供应商名称 资产描述
日期 服务
IM150 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-046
IM151 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-047
IM152 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-048
IM153 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-049

IM154 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-050
IM155 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-051
IM156 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-052
IM157 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-053

IM158 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。

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-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-054
IM159 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-055
IM160 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-056
IM161 龙星冷却 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-057

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对应原文第 111 页

资产 # 实体 总账科目 发票 文档中位置 编号 供应商名称 资产描述
日期 服务
IM162 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-058
IM163 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-059
IM164 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-060
IM165 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-061

IM166 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-062
IM167 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-063
IM168 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-064
IM169 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-065

IM170 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。

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-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-066
IM171 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-067
IM172 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-068
IM173 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-069

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资产 # 实体 总账科目 发票 文档中位置 编号 供应商名称 资产描述
日期 服务
IM174 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-070
IM175 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-071
IM176 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-072
IM177 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：JJ20240972-001
IM178 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器

Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：JJ20240972-002
IM179 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：JJ20240972-003
IM231 Lonestar Cooling 03/31/2022 Shandong Volks LQJZ-700 干式冷却器 Chao
Taproot System 空调 / Suan WK52
-Immersion Chao Suan
IM232 Lonestar Cooling 04/01/2022 Shandong Volks LQJZ-700 干式冷却器 Chao
Taproot System 空调 / Suan WK53
-Immersion Chao Suan
IM252 Lonestar Cooling 08/01/2022 01/01/2023 北京品悦油罐 - 平台
Taproot System
-Immersion
IM253 Lonestar Cooling 08/01/2022 01/01/2023 北京品悦油罐 - 平台
Taproot System
-Immersion
IM254 Lonestar Cooling 08/01/2022 01/01/2023 北京品悦油罐 - 平台

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Taproot System
-Immersion
IM255 Lonestar Cooling 08/01/2022 01/01/2023 北京品悦油罐 - 平台
Taproot System
-Immersion

IM256 Lonestar Cooling 08/01/2022 01/01/2023 北京品悦油罐 - 平台
Taproot System
-Immersion
IM257 Lonestar Cooling 08/01/2022 01/01/2023 北京品悦油罐 - 平台
Taproot System
-Immersion
IM258 Lonestar Cooling 08/01/2022 01/01/2023 Immersion 冷却泵
Taproot System
-Immersion

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对应原文第 113 页

资产 # 实体 总账科目 发票 文档中位置 编号 供应商名称 资产描述
日期 服务
IM259 Lonestar Cooling 02/07/2023 03/01/2023 Ramp13 1,040 英尺- 600MCM 铝
Taproot System 线缆，Immersion Immersion Building 1 用铝线
IM260 Lonestar Cooling 04/01/2022 05/01/2022 CapLbrRecls Lonestar Dream To Allocate Capitalized
Taproot System Inc. 劳务至 Cooling
-Immersion Systems
IM291 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM292 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM293 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM294 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4

IM295 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM296 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM297 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM298 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM299 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM300 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4

IM301 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM302 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM303 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @

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Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4

IM304 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM305 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM306 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM307 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4

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对应原文第 114 页

资产 # 实体 总账科目 发票 放置位置 文件编号 供应商名称 资产描述
日期 服务
IM308 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot 清理 Eel Technology $16,841.14 每个 浸没
Co., Ltd. 制冷 $1,010,468.4
IM309 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot 清理 Eel Technology $16,841.14 每个 浸没
Co., Ltd. 制冷 $1,010,468.4
IM310 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot 清理 Eel Technology $16,841.14 每个 浸没
Co., Ltd. 制冷 $1,010,468.4
IM311 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot 清理 Eel Technology $16,841.14 每个 浸没
Co., Ltd. 制冷 $1,010,468.4
IM312 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot 清理 Eel Technology $16,841.14 每个 浸没
Co., Ltd. 制冷 $1,010,468.4
IM313 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot 清理 Eel Technology $16,841.14 每个 浸没
Co., Ltd. 制冷 $1,010,468.4

IM314 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot 清理 Eel Technology $16,841.14 每个 浸没
Co., Ltd. 制冷 $1,010,468.4
IM315 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot 清理 Eel Technology $16,841.14 每个 浸没
Co., Ltd. 制冷 $1,010,468.4
IM316 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot 清理 Eel Technology $16,841.14 每个 浸没
Co., Ltd. 制冷 $1,010,468.4
IM317 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot 清理 Eel Technology $16,841.14 每个 浸没
Co., Ltd. 制冷 $1,010,468.4
IM318 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot 清理 Eel Technology $16,841.14 每个 浸没
Co., Ltd. 制冷 $1,010,468.4
IM319 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot 清理 Eel Technology $16,841.14 每个 浸没
Co., Ltd. 制冷 $1,010,468.4

IM320 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot 清理 Eel Technology $16,841.14 每个 浸没
Co., Ltd. 制冷 $1,010,468.4
AIR001 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x
Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU

5100313 已安装 Pyote
AIR002 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100355 已安装 Pyote

AIR003 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100530 已安装 Pyote
AIR004 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100606 已安装 Pyote

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对应原文第 115 页

资产 # 实体 总账科目 发票 放置位置 文件编号 供应商名称 资产描述
日期 服务
AIR005 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x
Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100503 已安装 Pyote
AIR006 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x
Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100519 已安装 Pyote
AIR007 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x
Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100587 已安装 Pyote

AIR008 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x
Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100376 已安装 Pyote
AIR009 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x
Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100442 已安装 Pyote
AIR010 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x
Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100458 已安装 Pyote

AIR011 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x
Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100400 已安装 Pyote
AIR012 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x
Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100490 已安装 Pyote
AIR013 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x
Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100416 已安装 Pyote

AIR014 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x
Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100360 已安装 Pyote
AIR015 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x
Taproot 系统 - 风冷 100+30 比特大陆

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T04SJYX-25S4 BTMU
5100437 已安装 Pyote
AIR016 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x
Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100566 已安装 Pyote

AIR017 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x
Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100329 已安装 Pyote
AIR018 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x
Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100463 已安装 Pyote
AIR019 Lonestar 制冷 12/31/2021 04/01/2022 420211114001 比特大陆风冷 Antbox N5 V2 x

Taproot 系统 - 风冷 100+30 比特大陆
T04SJYX-25S4 BTMU
5100334 已安装 Pyote

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对应原文第 116 页

资产编号 # 实体 总账账户 发票 文档中位置 编号 供应商名称 资产描述
日期 服务
AIR020 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 台
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100592 安装 Pyote
AIR021 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 台
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100545 安装 Pyote
AIR022 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 台
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100421 存放 Pyote

AIR023 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 台
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100340 存放 Pyote
AIR024 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 台
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100397 存放 Pyote
AIR025 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 台
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100550 存放 Pyote

AIR026 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 台
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100571 存放 Pyote
AIR027 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 台
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100524 存放 Pyote
AIR028 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 台
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 Pyote 通信
箱

AIR108 Lonestar Cooling 12/31/2021 04/01/2022 1877 钨丝设置 Antboxes 及连接
Taproot System - Air 施工，至变压器
LLC/LIV
咨询
AIR109 Lonestar Cooling 01/31/2022 04/01/2022 13399&13433&1345 NTACT 不锈钢空气冷却器管道
Taproot System - Air 7 建造者，制造

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LTD
AIR138 Lonestar Cooling 04/01/2022 02/01/2022 CapLbrRecls Lonestar Dream 分配资本化
Taproot System - Air Inc. 劳动力至冷却
系统
CIP001 Lonestar Construction 02/28/2022 04/01/2022 PB50401 JNL Steel Building #3 材料
Taproot 在制中组件，Inc
CT001 Lonestar Containers 05/31/2022 06/01/2022 HON22053101 HK Honortrans 40HD 集装箱
Taproot 开发
LTD
CT003 Lonestar Containers 03/31/2023 04/01/2023 TMPShanghaiIde Shanghai Ide 20 Ft 集装箱 GESU
Taproot 工业有限公司，3596639
Ltd

CT004 Lonestar Containers 03/25/2022 04/01/2022 77655 ASC Equipment ASC Equipment 8'x20' 一
Taproot 运输集装箱

CT005 Lonestar Containers 02/14/2022 04/01/2022 76744 ASC Equipment ASC Equipment 8'x40'
Taproot 使用过的集装箱 x 2 @
$6,500

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对应原文第 117 页

资产编号 实体 总账科目 发票 文件中的位置 文件编号 供应商名称 资产描述
日期 服务
CT006 Lonestar Containers 02/14/2022 04/01/2022 76744 ASC Equipment ASC Equipment 8'x40'
Taproot 使用的集装箱 x 2 @
$6,500
CT007 Lonestar Containers 02/28/2022 04/01/2022 77184 ASC Equipment ASC Equipment 8'x40'
Taproot 使用的集装箱 x 3 @
$6,500
CT008 Lonestar Containers 02/28/2022 04/01/2022 77184 ASC Equipment ASC Equipment 8'x40'
Taproot 使用的集装箱 x 3 @
$6,500
CT009 Lonestar Containers 02/28/2022 04/01/2022 77184 ASC Equipment ASC Equipment 8'x40'
Taproot 使用的集装箱 x 3 @
$6,500

CT010 Lonestar Containers 06/03/2024 07/01/2024 Mengyue Duan Qingdao Nuoran 40GP 使用过的
Taproot 集装箱 RMB 13,500
04.24.2024
CT011 Lonestar Containers 06/03/2024 07/01/2024 Mengyue Duan Qingdao Nuoran 40HQ
Taproot 使用过的集装箱 RMB
16,500 04.24.2024
CT012 Lonestar Containers 06/03/2024 07/01/2024 Mengyue Duan Qingdao Nuoran 40HC
Taproot 使用过的集装箱 RMB
19,500 05.21.2024
CT013 Lonestar Containers 06/03/2024 07/01/2024 Mengyue Duan Qingdao Nuoran 40HQ
Taproot 使用过的集装箱 RMB
16,500 04.24.2024
CT014 Lonestar Containers 06/03/2024 07/01/2024 Mengyue Duan Qingdao Nuoran 40HQ

Taproot 使用过的集装箱 RMB
16,500 04.24.2024
CT015 Lonestar Containers 06/03/2024 07/01/2024 Mengyue Duan Qingdao Nuoran 40HQ
Taproot 使用过的集装箱 RMB
16,500 04.24.2024
CT016 Lonestar Containers 06/03/2024 07/01/2024 Mengyue Duan Qingdao Nuoran 40HQ
Taproot 使用过的集装箱 RMB
16,500 04.24.2024
CT017 Lonestar Containers 07/22/2024 09/01/2024 RJY-LT-202401 Qingdao Qingdao Ruijunyuan 40HC
Taproot Ruijunyuan 新集装箱 Pyote
Industry Trade
Ltd
CT018 Lonestar Containers 08/27/2024 09/01/2024 LTSE20240827C Shandong Shandong Liangtai 20 GP
Taproot Liangtai 使用过的集装箱 Pyote
Logistics Co., RMB 11,000
Ltd

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CT019 Lonestar Containers 08/27/2024 09/01/2024 LTSE20240827C Shandong Shandong Liangtai 40 HQ
Taproot Liangtai 使用过的集装箱 Pyote
Logistics Co., RMB 21,500
Ltd
CT020 Lonestar Containers 09/23/2024 10/01/2024 20240923001 Qingdao Jinjian Qingdao Jinjian 40 HQ
Taproot Express 使用过的集装箱 Pyote
Logistics
CT021 Lonestar Containers 09/23/2024 10/01/2024 20240923001 Qingdao Jinjian Qingdao Jinjian 40 HQ
Taproot Express 使用过的集装箱 Pyote
Logistics
CT022 Lonestar Containers 09/23/2024 10/01/2024 20240923001 Qingdao Jinjian Qingdao Jinjian 40 HQ
Taproot Express 使用过的集装箱 Pyote
Logistics
CT023 Lonestar Containers 09/23/2024 10/01/2024 20240923001 Qingdao Jinjian Qingdao Jinjian 40 HQ
Taproot Express 使用过的集装箱 Pyote
Logistics

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对应原文第 118 页

资产编号 实体 总账科目 发票 文件中的位置 文件编号 供应商名称 资产描述
日期 服务
CT024 Lonestar Containers 09/23/2024 10/01/2024 20240923001 Qingdao Jinjian Qingdao Jinjian 40 HQ
Taproot Express 使用过的集装箱 Pyote
Logistics
CT025 Lonestar Containers 09/23/2024 10/01/2024 20240923001 Qingdao Jinjian Qingdao Jinjian 40 HQ
Taproot Express 使用过的集装箱 Pyote
Logistics
CT026 Lonestar Containers 02/11/2025 03/01/2025 QDNR20241231-01 Noran Qingdao 40 HQ 使用过的集装箱
Taproot 供应链 Tarbush USDT
Mgmt. Co., Ltd

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对应原文第 119 页

附录 B

假定合同

VDR 部分 合同/文件名 类型 文件名线索/审阅辅助 位置
1 1. 土地和 Pyote - 特别担保契据 PDF 土地契据；Pyote；62.5 英亩；Pyote
租赁 Lonestar Taproot 22.97_62.5 英亩 dated 06.23.23
06.23.23
2 1. 土地和 Pyote - 特别担保契据 PDF 土地契据；Pyote；85.47 英亩；Pyote
租赁 Lonestar Taproot 85.47 英亩 02.25.22 dated 02.25.22
27 4. 供应商 11. Tejas Extreme Logistics LLC PDF 供应商工作订单；持续进行中；Pyote
01.30.26_Ongoing 工作订单 dated 01.30.26

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4914-1870-6899, v. 7

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对应原文第 120 页

附件 C

排除资产

1。所有现金及现金等价物，无论位于何处。

2。所有数字货币及其收益。

3。所有预付费用、押金，包括区域电力供应商押金，以及预付保留金。

4。所有账户，包括应收账款

5。载于数据室中提交、名为“LDI_LDT Excluded Asset List
12/31/2025”的 Excel 文件中的固定资产清单。

6。卖方的所有权利、利益、索赔、请求和诉因，包括但不限于根据所有合同和租约（不包括已承担并转让的合同）所享有的权利。

7。所有撤销诉因，包括但不限于根据《美国法典》第5编第11章产生或与之相关的全部权利、主张和诉因，包括但不限于根据《破产法》第502(d)、544、545、547、548、
549、550、551和553条产生的所有撤销诉因和主张，以及根据《破产法》产生的任何其他撤销、追回或相关主张或诉因，并包括由此产生的全部收益、追回款项及其他权利。

8。截至交割日或交割日之前任何应税期间或其部分期间的全部税款退税请求权及收取权。

9。卖方的全部会议记录簿、公司及所有权账簿和记录以及会计账簿和记录，以及卖方为管理其破产财产所必需的所有其他账簿和记录的副本。

10。未被买方购买的所有其他资产。

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对应原文第 121 页

附件 D

承担的负债

无。

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4914-1870-6899，第7版

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对应原文第 122 页

附件 E

诉讼主张

1。Gao v. Pan et al.，案号 D-1-GN-24-003302（98th District Court, Travis County, Texas）

2。Saturn Data LLC v. Lonestar Dream et al.，案号 493-08827-2025（493rd District Court, Collin County, Texas）

3。DBR Land LLC v. Lonestar Taproot LLC and Lonestar Dream Inc.，案号 P-13332-112-CV（112th District Court, Pecos County, Texas）

4。SIAC 仲裁案号 532 of 2025（ARB532/25/ZY）：Liang, Lin v. Poolin Technology PTE. LTD.，新加坡国际仲裁中心，新加坡

5。SIAC 仲裁案号 245 of 2022（ARB/245/22/ALS）：Li Bei v. Poolin Technology PTE. LTD.，新加坡国际仲裁中心，新加坡

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对应原文第 123 页

附录 F

环境事项

1。第 1 阶段环境场地评估，日期为 2026年1月23日

2。某份土地所有人问卷，日期为 2026年8月5日

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4914-1870-6899，诉 7

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对应原文第 124 页

附录 G-1
豁免宣誓书
（由卖方提供并于交割时附上）
61
4914-1870-6899，诉 7

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对应原文第 125 页

附录 G-2
物业经理留置权弃权书
（由卖方提供并于交割时附上）
62
4914-1870-6899，诉 7

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附件 H
卖方陈述更新证明
（由卖方提供并于交割时附上）
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对应原文第 127 页

附件 I

托管协议

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对应原文第 128 页

托管协议

本托管协议（“本协议”）由 LONESTAR DREAM INC.（一家特拉华州公司，“卖方1”）、LONESTAR TAPROOT LLC（一家特拉华州有限责任公司，“卖方2”，并与“卖方1”合称时，各自称为“一名卖方”，统称“卖方”）、CES ACQUISITIONS LLC（一家特拉华州有限责任公司，“买方”）以及 Archer & Greiner, P.C.（“托管代理人”）于 2026 年九月的本____日签订。
本协议中未定义的任何术语，应具有《购买协议》（定义见下文）赋予该术语的含义。

卖方与买方拟订立日期为 2026 的一份《资产购买协议》（“购买协议”），据此，卖方拟出售且买方拟购买某些已购资产，包括位于得克萨斯州 Ward County、通常称为并位于 3072 FM 1927, Pyote, TX 79777 的特定不动产处的动产、Pyote Property、设备及其他资产。卖方与买方希望托管代理人以托管方式持有金额为 $3,000,000.00（USD）的诚信保证金，并根据本协议的条款和规定发放该款项。

于 2026年7月22日（“申请日”），卖方依据《美国破产法典》第 11 章，即 11 U.S.C. §§ 101 等条，在美国新泽西州破产法院（“破产法院”）启动了一宗自愿案件（“破产案件”）。在卖方根据竞标程序和竞标程序令就已购资产（定义见购买协议）收到任何更高且更优报价的前提下，卖方希望按照购买协议以及《破产法典》第 105、363 和 365 条向买方出售已购资产，且买方希望向卖方购买已购资产

1. 托管资金的交付；对托管代理人的授权。买方应在签署购买协议后五(5)日内，通过电汇方式向托管代理人交付诚信保证金 ($3,000,000.00（USD）)。该诚信保证金应由托管代理人存放于计息账户（“托管账户”）中。该诚信保证金连同其上产生的任何利息，以下统称为“托管资金”。

2. 托管资金的发放。托管代理人应按照本协议和购买协议的规定发放托管资金。在收到卖方和买方或其各自律师根据购买协议共同发出并签署的指示后，托管代理人应根据该通知发放托管资金；该通知应包括每名收款人的姓名、应支付给每名收款人的金额以及电汇指示（如有）。在任何情况下，除非且直至托管代理人已确认并合理确信该等托管资金是依据本协议和购买协议发放给适格一方，否则托管代理人无须发放任何托管资金。托管资金的所有发放均应通过支票或电汇资金方式进行。

3. 分歧。如对本协议的解释，或对托管
代理人所设想的任何行动的职责、权利和义务存在分歧，

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对应原文第 129 页

如果依据本协议，Escrow Agent 负有任何义务，或者 Seller 与 Buyer 就 Escrow Funds 存在争议，或者 Escrow Agent 收到关于 Escrow Funds 的相互冲突的要求或指示，则在 Escrow Agent 收到以下任一文件之前，可暂停将其发放或交付给任何一方：（a）Seller 与 Buyer 就 Escrow Funds 或其任何部分的发放或交付所签署的联合书面指示；或（b）由破产法院作出的命令，指示发放或交付 Escrow Funds 或其任何部分，并且自该命令作出之日起已过(30)日且在此期间未有进一步法院命令指示其处置。Escrow Agent 有权依赖该法院关于 Escrow Funds 处置及权利归属的裁定。各方承认并同意，在联邦破产法典项下，Good Faith Deposit 不应被视为 Seller 破产财产的一部分，并且除非破产法院作出相反命令，且该命令在作出之日起30日内未被中止或推翻，否则该财产在联邦破产法典第5章或适用法律项下（无论衡平法上还是其他方面）对该 Good Faith Deposit 不享有任何种类的权益。

4。责任范围。Escrow Agent 仅有义务履行本协议中明确规定的职责，该等职责应被视为纯属文书性、事务性职责。在任何情况下，Escrow Agent 均不得被视为本协议项下对任何一方或任何其他人的受托人。对于任何一方未按照 Purchase Agreement、本协议或任何其他协议履行义务，Escrow Agent 不承担责任。对于 Purchase Agreement 或任何其他文书或文件的其他条款和条件，无论是否已向 Escrow Agent 提供其副本，Escrow Agent 均无义务知悉，也不因知悉而承担责任；并且，Escrow Agent 对于 Purchase Agreement 或任何其他文书或文件任何条款的履行或未履行，均无义务知晓或查询。本协议列明了与本协议项下所设托管安排有关的全部事项，不得从本协议、Purchase Agreement 或任何其他协议的条款中推定或默示 Escrow Agent 享有任何额外义务。

5。依赖。Escrow Agent 对其依照各方或其各自律师（包括办公室工作人员）的指示或同意所采取或未采取的任何行动，不承担责任。对于 Escrow Agent 认为真实且正确，并认为已由适当人员签署或发送的任何通知、请求、同意、指示、申请、证明、命令、宣誓书、信函或其他纸质文件或文书，Escrow Agent 在不再进一步查询相关人员授权的情况下，基于其作出作为或不作为，不承担责任。

6。赔偿。卖方应共同且分别向 Escrow Agent 就任何及一切损失、责任、成本、损害和费用向其进行赔偿、辩护并使其免受损害，包括但不限于 Escrow Agent 因针对其提起的任何诉讼、索赔或程序而可能遭受或发生的内部和/或外部律师费及开支，或其他专业费用及开支，只要该等诉讼、索赔或程序源于或以任何方式与本协议或本协议所涉任何交易有关，除非该等损失、责任、成本、损害或费用已被最终裁定为直接由 Escrow Agent 的故意不当行为或重大过失所致。本段规定在 Escrow Agent 辞任或被免职以及本协议终止后继续有效。如 Escrow Agent 因执行或解释本协议任何条款，或为抗辩任何针对 Escrow Agent 的主张或指控而发生法律费用，则 Escrow Agent 有权自 Seller 处追回 Escrow Agent 的实际成本和费用，包括律师费，并自发生之日起计息。就本条而言，成本、费用及律师费包括但不限于为追回该等成本、费用及律师费而发生的实际成本和费用，包括但不限于一切判决执行程序、藐视法庭程序、扣押、查封、债务人及第三方调查和讯问、破产程序以及上诉程序。

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对应原文第 130 页

如其根据本协议或其他方面违反任何义务或责任，则 Escrow Agent 有权向卖方追偿 Escrow Agent 因此产生的实际成本和费用，包括律师费，并自发生之日起计息。就本条而言，成本、费用及律师费包括但不限于为追回该等成本、费用及律师费而发生的实际成本和费用，包括但不限于一切判决执行程序、藐视法庭程序、扣押、查封、债务人及第三方调查和讯问、破产程序以及上诉程序。

7。责任限制。Escrow Agent 对于因本协议项下提供的服务而产生的任何损害、损失或费用，概不承担直接或间接责任，双方特此解除 Escrow Agent 对上述责任的承担；但经最终裁定直接因 Escrow Agent 的重大过失或故意不当行为所导致的损害、损失或费用除外；亦不对任何特殊、间接或后果性损害或损失承担责任，无论其为何种性质（包括但不限于利润损失），即使 Escrow Agent 已被告知此类损失或损害可能发生，且不论诉讼形式为何。

8。辞任或免职。Escrow Agent 可向各方发出书面辞任通知而辞任；各方亦可向 Escrow Agent 发出联合书面免职通知，并同时支付 Escrow Agent 截至终止日期有权获得的全部费用及支出，以免除 Escrow Agent。该等辞任或免职（视情况而定）自该通知送达后三十(30)日后生效，或在更早任命继任者时生效；其后，Escrow Agent 的唯一责任仅为妥善保管 Escrow Funds，并将其交付给由各方任命的继任托管代理人，该任命应以向 Escrow Agent 提交的联合书面通知或法院命令为凭据。如果各方在送达该辞任或免职通知后三十(30)日届满前未任命继任托管代理人，Escrow Agent 有权但无义务：（a）向任何有管辖权的法院申请任命继任托管代理人或其他适当救济，且由此产生的任何任命对各方均具约束力；（b）将 Escrow Funds 存入与 Purchase Agreement 有关之任何诉讼正在进行中的破产法院书记员处；和/或（c）自行采取其可选择的合理积极步骤，以终止其作为 Escrow Agent 的职责，包括但不限于将 Escrow Funds 存入有管辖权的法院并提起 interpleader 诉讼（其费用应由其承担；届时 Depositary 应免于并解除本协议项下的一切责任，但此前的重大过失或故意不当行为除外。

9。通知。本协议项下要求的所有通知、请求、要求及其他通信均应采用书面形式并以英文书写，如通过以下方式送达，则视为已妥为送达：（i）亲自送达；（ii）通过信誉良好的全国性次日送达服务进行隔夜递送；或（iii）挂号信或要求回执的认证邮件，且预付邮资，均寄送至下列地址。各方有责任就任何姓名或地址变更书面通知 Escrow Agent 及其他各方。通信在收到之日视为已送达。

致卖方的通知：

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对应原文第 131 页

Lonestar Dream Inc.
Lonestar Taproot LLC
收件人：Michael DuFrayne，CRO
电子邮件：mdufrayne@dufraynellc.com

并抄送：
Archer & Greiner, P.C.
收件人：Stephen M. Packman, Esq.
电子邮件：spackman@archerlaw.com

如致 Buyer：
CES Acquisitions LLC
收件人：Nader Pakfar，总法律顾问，房地产事务
电子邮件：npakfar@crusoe.ai

并抄送：
Elkins Kalt Weintraub Reuben Gartside LLP
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如致 Escrow Agent：
Archer & Greiner, P.C.
收件人：Stephen M. Packman, Esq.
电子邮件：spackman@archerlaw.com

10。修订。本协议不得变更、修改或终止，且其任何条款不得被豁免，除非由本协议各方签署文书。

11。副本。本协议可签署若干份副本，且所有已签署副本应构成一份协议，对本协议各方均具有约束力，即使并非各方均在原件或同一副本上签署。
通过传真或电子邮件以可移植文档格式（.pdf）传送本协议、其任何修订、根据本协议要求的任何签字页或本协议项下要求或拟定的任何其他文件的副本，应构成对相关各方的有效签署和交付，并可在一切目的上代替原件使用。

12。适用法律。本协议应依照纽约州法律解释并执行。

[其余页留空]

兹证明，本协议各方已于文首所载日期正式签署本协议。

卖方：

LONESTAR DREAM INC.

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签字如下：
姓名：Kathy Zhang
职务：首席运营官
LONESTAR TAPROOT LLC
签字：
姓名：Kathy Zhang
职务：首席运营官
买方：
CES ACQUISITIONS LLC
签字：
姓名：
职务：
[签字页见下一页]
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托管代理：
Archer & Greiner, P.C.
签字：
姓名：Stephen M. Packman
职务：合伙人
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附件C

原文图示 / 勾选参考；以官方原文为准。以下为本物理页的原始图像，不代表其内容已经翻译或获真实性认证。

EXHIBIT C

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资产购买协议

本资产购买协议（“协议”）于 September
21_日，2026（“生效日期”）由 LONESTAR DREAM INC.（一家特拉华州公司，“卖方 1”）与 LONESTAR TAPROOT LLC（一家特拉华州有限责任公司，“卖方 2”，与卖方 1 合称“卖方”，统称“各卖方”）以及 RAPTOR BASINCES ACQUISITIONS LLC（一家特拉华州有限责任公司，代表其自身及其任何指定受让人/指定人）（统称“买方”，并与卖方合称“各方”，单称“一方”）订立。本协议中使用的大写术语，除另有定义外，含义均如本文所定义。

鉴于条款

鉴于，卖方一直从事除其他事项外，在下述 Tarbush Property 开展加密货币挖矿及托管业务（“业务”），并通过 2026年7月10日 开展上述业务。

鉴于，卖方是位于 4143 US Hwy
285, Fort Stockton, TX 79735，德克萨斯州 Pecos 县的某项不动产之占有人（称为“Tarbush Property”）。

鉴于，卖方拥有位于 Tarbush Property 且列于随附附件“A”中的某些个人财产、设备及其他资产（“已购资产”）。

鉴于，卖方于 2026年7月22日（“申请日”）根据美国破产法第 11 章在美国新泽西州破产法院（“破产法院”）启动了自愿案件，依据《美国法典》第 11 编第 101 条及以下条款（“破产法”）（“破产案件”）。

鉴于，受限于卖方依照竞价程序及竞价程序命令就已购
资产（定义见本文）收到任何更高且更优报价，卖方希望按照本协议以及破产
法第 105、363 和 365 条向买方出售，而买方希望从卖方购买该等已购
资产。

鉴于，本协议的签署与交付，以及卖方完成本协议所载交易的能力，均取决于出售
批准令的签发，以及相邻物业 PSA 的交割或地上租赁
的执行。

因此，鉴于双方在此确认收到并认可下列相互约定、陈述、保证及协议以及其他有价值且充足的对价，双方意图受法律约束，据此双方约定如下：

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ASSET PURCHASE AGREEMENT

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

RECITALS

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

WHEREAS, Seller is the occupant of that certain real property located at 4143 US Hwy 285, Fort Stockton, TX 79735 in Pecos County, Texas, (known as the "Tarbush Property").

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

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

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

WHEREAS, the execution and delivery of this Agreement and Seller's ability to consummate the transactions set forth in this Agreement, are subject to entry of the Sale Approval Order and either the closing of the Adjacent Property PSA or the Ground Lease Execution.

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

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第一条

资产出售

I.1 已售资产的出售。

(a) 在交割日，并受本协议所载条款、条件及例外情况（包括但不限于第I.31.3条）以及本文所定义的允许留置权的约束，各卖方应出售、转让、让与、转移并交付其在已售资产中的全部权利、所有权和权益，该等资产应不受任何及一切在交割日当日或之前并持续至交割日产生、存在或累积的、针对任何已售资产或各卖方的或与之有关的权益、请求权、义务、权利、负担、质押及留置权的约束，无论该等权益、请求权、义务、权利、负担、质押及留置权系直接或间接、绝对或或有、已成立或未成立、已知或未知、已到期或未到期、已确定金额或未确定金额、可清偿或不可清偿，系因协议、谅解、法律、衡平法、法规或其他原因产生或施加，亦无论其系在申请日起之前、当日或之后产生，包括否则会依据继受责任原则、事实合并或实质延续理论而产生的请求权或责任，或依据任何法律或命令产生的责任或义务（统称“留置权”）。

(b) 已售资产包括卖方的以下资产：

(i) 本协议附件“A”所列资产；

(ii) 与 Tarbush Property 相关的电力权利；

(iii) 本协议附件“B”所列的那些未履行完毕的合同（“合同”）以及个人财产和商业不动产租约（“租约”）项下的全部权利。合同和租约在本文中有时统称为“被承接合同”，单独称为“被承接合同”；但前提是，买方可在交割前任何时间将任何被承接合同自附件“B”中删除。删除后，该等合同或租约将不再构成被承接合同；

(iv) 现有保险单项下的全部请求权，范围限于该等保单可就已售资产提供承保或抗辩的范围；

(v) 卖方就已售资产持有的任何及一切可转让的联邦、州、地方及外国政府许可、授权和批准；

(vi) 与已售资产有关的文件副本。

I.2 转让文书。

(a) 在交割时，卖方应将已售资产的占有交付给买方，并将全部已售资产的清晰产权转让给买方。

(b) 在交割时，卖方应签署并向买方交付销售单，以及此类背书、转让和其他充分且适当的转让文书和 2
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ARTICLE I

SALE OF ASSETS

I.1 Sale of Purchased Assets.

(a) On the Closing Date and subject to the terms and conditions and exclusions contained in this Agreement (including but not limited to Section ~~I.3~~1.3) and subject to Permitted Liens as defined herein, each Seller will sell, transfer, convey, assign, and deliver all of Seller's right, title, and interest in and to the Purchased Assets, free and clear of any and all interests, Claims, obligations, rights, encumbrances, pledges, and liens in, against or with respect to any of the Purchased Assets or each Seller having arisen, existed or accrued prior to and through the Closing Date, whether direct or indirect, absolute or contingent, choate or inchoate, known or unknown, matured or unmatured, liquidated or unliquidated, arising or imposed by agreement, understanding, law, equity, statute or otherwise and whether arising prior to, on or after the petition ~~sate~~date, including claims or liabilities otherwise arising under doctrines of successor liability, *de facto* merger or substantial continuity or liabilities or obligations arising under any law or orders (collectively, "Liens").

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

(i) The assets set forth on **Exhibit "A"** hereto;

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

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

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

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

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

I.2 Instruments of Conveyance and Transfer.

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

(b) At the Closing, Seller shall execute and deliver to Buyer a bill of sale and such endorsements, assignments, and other good and sufficient instruments of conveyance and

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转让所必需的、为使买方取得购买资产的良好且可出售的所有权、并使该等所有权不受任何及一切留置权限制且除许可留置权外无任何负担而合理必要的转让文件。

I.3 排除资产。

购买资产应不包括卖方在本协议附件“C”中列明的全部资产和权益（统称为“排除资产”）。

I.4 约定承担的负债。于交割时，买方应承担并在到期时支付就约定承担合同项下应付的全部补救成本，以及买方已在书面中明确同意承担并列于附件“D”的卖方任何其他负债（统称为“约定承担的负债”）；但前提是，买方可在交割前的任何时间自附件“D”中删除任何约定承担的负债。删除后，该等负债将不再构成约定承担的负债。

I.5 排除负债。尽管本协议中有任何相反规定，除本协议所列约定承担的负债外，买方不承担、亦不以任何方式有义务支付卖方任何种类的任何负债、义务或债务，无论已发生、确定、或有或其他，无论已知或未知，无论到期或将到期，亦不论于何时或由何人主张，包括但不限于以下各项（统称为“排除负债”）：

(a) 卖方在本协议项下的任何负债，以及卖方除约定承担合同之外订立的任何其他协议（书面或口头）。

(b) 卖方业务（“业务”）在交割前发生的任何负债；

(c) 以卖方放款人或债权人为受益人的任何应付票据，或欠付其任何其他金额；

(d) 卖方就任何税款承担的任何负债；

(e) 卖方的任何负债，(i) 因违反或被指称违反任何联邦、州或外国法律，或任何政府实体的任何要求而产生，(ii) 因卖方违反或被指称违反任何合同、协议、许可、承诺、文书、判决、命令或法令而产生，(iii) 因任何环境、健康及安全法律、法规和/或要求而产生；

(f) 卖方因任何个人受伤或死亡，或任何财产受损或毁坏而产生的任何负债，无论其依据为过失、违反保证、严格责任、企业责任或任何其他法律或衡平法理论，并且系因卖方分销或以其他方式处置的产品（或其零件或组件）或由卖方提供的服务而产生或与之相关，且以其中任何该等负债系由于于交割日当天或之前发生或存在的事件、事实或情形所导致或由其产生为限，尽管就该等事项提起或提出任何诉讼程序或索赔的日期在交割之后；

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transfer as are reasonably necessary to transfer, convey, and assign good and marketable title to Buyer of the Purchased Assets, free and clear of any and all Liens except for Permitted Liens.

I.3 Excluded Assets.

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

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

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

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

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

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

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

(e) any of Seller's liabilities (i) arising by reason of any violation or alleged violation of any federal, state, or foreign law, or any requirement of any Governmental Entity, (ii) arising by reason of any breach or alleged breach by Seller of any contract, agreement, license, commitment, instrument, judgment, order, or decree, (iii) arising under any environmental, health, and safety laws, regulations, and/or requirements;

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

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(g) 卖方因在交割日前的行为而产生的对任何现任或前任雇员，或任何被卖方雇佣或聘用的任何一方，或根据任何雇员福利或雇员福利计划，就休假工资、病假工资、节日工资、薪金、奖金、遣散费、工伤赔偿、福利、附加福利或任何其他支付或负债所承担的任何负债，包括律师费和开支；

(h) 卖方就与本协议或其交易之谈判、准备、批准或执行有关的任何费用或费用所承担的任何责任（包括卖方产生或被向卖方收取的律师费、会计师费和经纪费）；

(i) 卖方因交割前的行为，或其高管、董事、股东、雇员、顾问、承包商、代理人或顾问的行为而产生的任何负债；以及

(j) 除 Assumed Liabilities 之外的卖方任何其他负债。

卖方承认其保留 Excluded Liabilities。

I.6 购买价。买方就已购资产向卖方支付的购买价应最高为一亿一千三百一十五万美元 ($103,000,000.00115,000,000)（“Purchase Price”）。购买价应按如下方式支付：

(a) 购买价的百分之七点五（7.5%），金额为八百万七十五万二千六百二十五美元 ($7,725,000.00)（并计入此前买方向卖方托管代理 Archer & Greiner 存入的资金，金额为 $1,981,625.00) shall8,625,000），应由买方在签署本协议后五 (5) 日内支付给卖方（“Good Faith Deposit”），并由卖方律师（“Escrow Agent”）存入一个计息托管账户，且依据一份形式和实质内容上对买方和卖方均属合理可接受的托管协议持有，该协议作为附件“G”附于本协议（“Escrow Agreement”），直至交割；该等资金（包括其产生的任何利息）应于交割时按一美元对一美元的方式计入购买价。除非：(i) 于交割时依据买方和卖方的联合书面指示；(ii) 依据买方和卖方签署的书面协议；或 (iii) 依据有管辖权法院作出的最终且不得上诉的命令，否则托管代理不得释放、转移、适用或以其他方式处置 Good Faith Deposit。托管代理无权酌情决定或有权决定 Good Faith Deposit 的归属。除非双方另有约定，所有托管费用和成本均由卖方承担；

(b) 其余四千万美元 ($40,000,000)（“Closing Purchase Price”）应由买方在交割时支付给卖方（“Closing Payment”）；以及

(c) 剩余的七千五百万美元 ($75,000,000)（“Additional Purchase Price”）的购买价应由买方支付给卖方：(i) 如第 7.4 条所列条件（“Power Conditions”）在交割日前先行全部满足，则于交割时支付；以及 (ii) 如 Power Conditions 在以下时间之后先行全部满足：4
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(g) any of Seller's liabilities, including legal fees and expenses, for vacation pay, sick pay, holiday pay, salary, bonuses, severance pay, workers' compensation, benefits, fringe benefits or other payments or liabilities of any kind to any current or former employee of, or any party who was hired or engaged by, Seller, or under any employee benefit or employee benefit plan, resulting from Seller's conduct before the Closing Date;

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

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

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

Seller acknowledges that it retains the Excluded Liabilities.

I.6 Purchase Price. The purchase price to be paid by Buyer to Seller for the Purchased Assets shall be up to One Hundred and ~~Three~~Fifteen Million U.S. Dollars ($~~103,000,000.00~~115,000,000) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) A deposit of seven and one half percent (7.5%) of the Purchase Price in the amount of ~~Seven~~Eight Million~~, Seven Hundred and Twenty Five~~ Six Hundred Twenty Five Thousand Dollars (~~$7,725,000.00) (with crediting for the funds previously deposited with Seller's escrow agent, Archer & Greiner, from Buyer in the amount of $1,981,625.00) shall~~8,625,000) to be paid by Buyer to Seller within five (5) days of signing this Agreement (the "Good Faith Deposit"), to be held in an interest-bearing escrow account by Seller's counsel (the "Escrow Agent") and pursuant to an escrow agreement in form and substance reasonably acceptable to Buyer and Seller, attached hereto as **Exhibit "G"** (the "Escrow Agreement") until Closing, with the funds (including any interest earned thereon) to be applied to the Purchase Price on a dollar-for-dollar basis at Closing. The Escrow Agent shall not release, transfer, apply or otherwise dispose of the Good Faith Deposit except (i) at Closing, in accordance with joint written instructions from Buyer and Seller, (ii) pursuant to a written agreement executed by Buyer and Seller, or (iii) pursuant to a final, non-appealable order of a court of competent jurisdiction. The Escrow Agent shall have no discretion or authority to determine entitlement to the Good Faith Deposit. All escrow fees and costs shall be borne by Seller unless otherwise agreed by the parties;

(b) ~~The balance of the~~Forty Million U.S. Dollars ($40,000,000) (the "Closing Purchase Price") shall be paid by Buyer to Seller at Closing ~~(the "Closing Payment");~~ ~~and~~

(c) The remaining Seventy-Five Million U.S. Dollars ($75,000,000) (the "Additional Purchase Price") of the Purchase Price shall be paid by Buyer to Seller (i) if the conditions set forth in Section 7.4 (the "Power Conditions") are first satisfied in full by the Closing Date, at Closing, and (ii) if the Power Conditions are first satisfied in full after the

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于交割日，但不得迟于2027年9月15日（“权能条件日”），在权能条件全部满足后的五个(5)
营业日内。

(cd) 善意保证金应按本协议所述全额退还（并计利息）。各方确认并同意，善意保证金不应被视为构成《破产法》下的财产，卖方遗产在《破产法》第5章或适用法律下对善意保证金不享有任何性质的权益（衡平法上的或其他任何性质的权益），而托管代理应依照本协议以信托方式持有善意保证金。若买方购买所购资产且该出售完成，则买方依据本协议条款支付的全部善意保证金款项（连同其产生的任何利息）应计入并抵扣购买价，并在交割时记入卖方名下。

I.7 购买价的分配。购买价的分配应由买方在商业上可行的最短时间内确定，但最迟不得晚于交割后的一百八十(180)日。各方在此同意，其应以与该等分配一致的方式提交所有联邦、州及地方税务申报表和报告，且任何一方均不得在任何行政或司法程序中（包括任何税务审计或税务程序）主张或维持与该等分配不一致的立场。

I.8 转让税。依适用法律被要求就与本协议所拟交易有关的任何及全部大宗出售税、印花税、文书税、申报费、登记费、注册费、销售税、使用税、转让税、增值税或其他非所得税、费用或政府收费（“转让税”）支付该等费用的一方，应负责支付该方的转让税。依适用法律被要求就前述句子所述转让税提交任何税务申报表的一方，应编制并及时提交该等税务申报表。卖方应及时向买方提供买方就该等税务申报表合理请求的全部信息和文件，并应签署买方就此合理请求的任何文件。买方有权在卖方提交前合理提前收到该等税务申报表及其他文件，但不得少于在该等税务申报表到期日前十个(10)营业日；且该等税务申报表及其他文件须经买方批准，且该批准不得被无理拒绝、拖延或附加条件。买方与卖方应合作，及时完成与支付转让税有关并为遵守所有适用法律所必需或适当的所有税务申报表、申报、报告、表格及其他文件，并应本着善意合作，在适用该等法律允许的最大范围内尽量减少任何该等转让税的金额。卖方应采取买方合理要求的所有行动，以取得任何可获得的转让税豁免、减免或退税。

I.9 按比例分摊。交割发生当月的所有月度付款（“按比例分摊费用”）（包括公用事业费用）应于交割日按比例在卖方与买方之间分摊，其中：(i) 买方承担其应分摊费用的相应部分，该部分应等于以下乘积：(A) 一个分数，其分子为按比例分摊费用金额、分母为交割发生当月的总天数，乘以 (B) 紧接交割日前一日之后的天数，并支付

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Closing but no later than September 15, 2027 (the "Power Condition Date"), within five (5) Business Days following the satisfaction of the Power Conditions in full.

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

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

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

I.9 Proration. All monthly payments (the "Prorated Charges") for the month in which the Closing occurs (including utility charges) shall be apportioned and prorated between Seller and Buyer as of the Closing Date with (i) Buyer bearing the expense of Buyer's proportionate share of such Prorated Charges that shall be equal to the product obtained by multiplying (A) a fraction, the numerator being the amount of the Prorated Charges and the denominator being the total number of days in the month in which the Closing occurs, times (B) the number of days following the day that immediately precedes the Closing Date and paying

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如果此类分摊费用在交割前已由卖方支付，则应将该等金额支付给卖方；(ii) 卖方承担该等分摊费用的剩余部分（并在该等分摊费用此前尚未由卖方支付的范围内，将相应金额支付给买方）。卖方应负责在交割前产生的任何及所有税费和评估费，包括任何利息、罚金或费用，以及与将不动产转让给买方相关的任何转让税。买方应负责在交割后计提的所有税费和评估费。应由买方的产权公司（“产权公司”）编制的交割报表应根据最新且可获得的税率和估值反映该等分摊。任何其他成本或费用，如有，应按照产权公司的通常做法在买方和卖方之间分配并由双方承担。卖方应负责编制并交付所有应由卖方提供文件的费用。买方应负责登记契据的费用以及购买产权保险保单的费用。产权公司的交割费用应由买方支付。除本协议另有规定外，任何就任何已购资产或一组已购资产项下或与之相关已支付或应支付的金额，均不得在卖方和买方之间进行分摊和按比例分配。

I.10 销售税。买方应负责并支付因本协议所设想交易而产生并应付的任何及所有销售税。

第二条 交割

II.1 交割。本协议所设想交易的完成（“交割”）应根据销售批准命令于十二月15or日在2026年11月30日前进行，或者于双方可能同意及/或破产法院可能命令的其他日期进行（如适用，以破产法院根据《联邦破产程序规则》6004(h)作出认定为条件）（“交割日”）。在交割日前向买方发出书面通知后，卖方可将交割日延至2027年1月14日（“一月交割日”），但购买价款应减少$175,000。在一月交割日前向买方发出书面通知后，卖方可将交割日延至2027年2月13日（“二月交割日”），但购买价款应再减少额外的$350,000。在二月交割日前向买方发出书面通知后，卖方可将交割日延至2027年3月15日（“三月交割日”），但购买价款应再减少额外的$500,000。除双方另有书面约定外，交割日不得延至三月交割日之后。

II.2 卖方在交割时应交付的文件。于交割时，卖方应向买方交付以下各项，且均应不存在留置权，但允许的留置权除外；上述各项均应由卖方适当授权并签署，且在买方合理酌情判断下应可为买方接受：

(a) 已购资产的占有；

(b) 一份销售契据和/或买方认为可取的其他背书、转让文件及其他良好且足以完成让与和转让的文书，其形式应为

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such amount to Seller to the extent payment for such Prorated Charges has been made by Seller prior to the Closing, and (ii) Seller bearing the remaining portion of such Prorated Charges (and paying the amounts thereof to Buyer to the extent payment for such Prorated Charges has not been previously made by Seller). Seller shall be responsible for any and all taxes and assessments, including any interest, penalties or fees, incurred prior to the Closing and any transfer taxes associated with the transfer of the Real Property to Buyer. Buyer shall be responsible for all taxes and assessments accruing after the Closing. The Closing statement to be prepared by Buyer's title company (the "Title Company") shall reflect such proration based on the most recent and available tax rate and valuation. Any other costs or expenses, if any, shall be allocated between and charged to Buyer and Seller in accordance with the Title Company's usual practices. Seller shall be responsible for the cost of the preparation and delivery of all documents to be furnished by Seller. Buyer shall be responsible for the cost of recording the deed and the cost of purchasing a title insurance policy. The Closing fee of the Title Company will be paid by Buyer. Except as set forth herein, no amounts paid or payable under or in respect of any Purchased Asset or group of Purchased Assets shall be apportioned and prorated between Seller and Buyer.

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

ARTICLE II CLOSING

II.1 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place on ~~December 15~~or before November 30, 2026~~,~~ pursuant to the Sale Approval Order (or on such other date as may be agreed by the Parties and/or ordered by the Bankruptcy Court (conditioned, if applicable, upon the Bankruptcy Court making a finding under Fed. R. Bankr. P. 6004(h)) (the "Closing Date")).~~ Upon written notice to Buyer prior to the Closing Date, the Sellers may extend the Closing Date to January 14, 2027 (the "January Closing Date"), provided that the Purchase Price shall be reduced by $175,000. Upon written notice to Buyer prior to the January Closing Date, the Sellers may extend the Closing Date to February 13, 2027 (the "February Closing Date"), provided that the Purchase Price shall be reduced by an additional $350,000. Upon written notice to Buyer prior to the February Closing Date, the Sellers may extend the Closing Date to March 15, 2027 (the "March Closing Date"), provided that the Purchase Price shall be reduced by an additional $500,000. Unless otherwise agreed in writing by the Parties, the Closing Date shall not extend subsequent to the March Closing Date.~~

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

(a) possession of the Purchased Assets;

(b) a bill of sale and/or such endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as Buyer may deem desirable in a form

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令买方合理满意的转让文件，用以将所购资产的所有权由卖方转让给买方，且不附带任何及全部留置权，但许可留置权除外；

(c) 转让与承接协议；

(d) 证明代表卖方签署相关文件之人员权限的宣誓书、证明及其他文件，其形式应可为买方接受；

(e) 如出售批准令并未授权在《破产法》第363条允许的最大范围内就影响所购资产的所有留置权（不包括于交割后到期的从价税留置权，或本协议中经买方书面批准的任何额外例外，或法律另有要求的留置权（统称“许可留置权”））进行无留置权出售，则应提供就所购资产上所有留置权（许可留置权除外）所需且买方要求的解除及终止声明；但前提是，本协议中的任何内容均不得强制买方在出售批准令未授权在《破产法》第363条允许的最大范围内就所有留置权（许可留置权除外）进行无留置权出售的情况下继续交割；

(f) 可能合理需要的其他转让文件，以将卖方对所购资产的全部权利、所有权和权益归属于买方；

(g) 与被承接合同有关、形式上令买方合理满意的转让与承接协议（“转让与承接协议”），并已由卖方正式签署；

(h) 卖方董事会授权签署并交付本协议及本协议所预期的所有文件并完成本协议所拟交易的决议；

(i) 卖方签署的证明书，表明截至交割日，本协议中所载卖方的所有陈述和保证在各方面均真实、准确，且卖方在本协议中约定于交割日前履行或满足的所有契约和协议均已在交割日前履行或满足；

(j) 为编制 IRS 表格1099- S 之目的的信息申报表；以及

(k) 买方或其律师就本协议所拟交易合理要求的其他文件。

II.3 买方于交割时应作出的交付。于交割时，买方应向卖方交付以下各项：

(a) 交割款购买价，并且如权能条件在交割日前已全部满足，则还应交付额外购买价；

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reasonably satisfactory to Buyer, conveying title from Seller to Buyer to the Purchased Assets, free and clear of any and all Liens, except Permitted Liens;

(c) the Assignment and Assumption Agreement;

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

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

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

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

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

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

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

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

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

(a) the Closing ~~Payment~~Purchase Price and, if the Power Conditions have been satisfied in full by the Closing Date, the Additional Purchase Price;

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(b) 让与与承接协议；

(c) 买方的决议，授权签署并交付本协议及本协议所设想的所有文件，并完成本协议所设想的交易；

(d) 买方出具的已签署证明，证明截至交割日，本协议中包含的买方所有陈述和保证在各方面均真实、准确，并且本协议中买方在交割日前应履行或满足的所有约定和协议均已在交割日前履行或满足；以及

(e) 卖方或其律师就本协议所设想的交易合理要求的其他文件。以及本协议所述出售交易的交割。

第三条

卖方的陈述与保证

作为诱使买方订立本协议的条件，各卖方在此于生效日及交割日，视同该等陈述与保证已于交割日作出，向买方共同且分别地陈述并保证如下：

III.1 组织与授权。卖方1为一家公司，卖方2为一家有限责任公司，且各卖方均已依特拉华州法律妥善设立、有效存续并信誉良好。本协议及卖方签署本协议已获得所有必要的公司行为正式授权。卖方已取得并目前持续维持其在所有其他司法辖区开展业务所需的全部资质登记，而卖方财产的性质或其业务活动的性质要求其在该等辖区取得此类资质。在破产法院签发《出售批准令》后，卖方拥有签署并交付本协议以及完成本协议所设想交易的充分权力与授权。在破产法院签发《出售批准令》后，本协议构成卖方合法、有效且具有约束力的协议，并可依其条款强制执行。

III.2 政府授权。卖方签署、交付并履行本协议，无需任何政府机构、部门或官员采取行动或提交文件，但破产法院的批准授权以及第7.2(e)7.4条所列批准事项除外；并且，为使卖方完成本协议所设想交易而必须取得、作出或发出的所有该等批准、授权、同意、通知及备案，均应已在交割前妥善取得、作出或发出，并应持续完全有效。不需要任何其他同意、批准、授权、命令、许可或备案，以免妨碍、延迟或损害卖方完成本协议所设想交易的能力，或妨碍买方在交割后对已购资产的所有权或使用。

III.3 无冲突。以《出售批准令》获准签发为前提，卖方签署、交付并履行本协议不会且将不会：(a) 违反

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(b) the Assignment and Assumption Agreement;

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

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

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

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

III.2 Governmental Authorization. The execution, delivery, and performance by Seller of this Agreement requires no action by, or filing with, any governmental body, agency, or official, other than approvals of authorization by the Bankruptcy Court ~~and~~, the Approvals set forth in Section ~~7.2(e)~~7.4, and all such approvals, authorizations, consents, notices and filings necessary for Seller to consummate the transactions contemplated hereby shall have been duly obtained, made or given prior to the Closing and shall be in full force and effect. No other consent, approval, authorization, order, permit or filing is required that would prevent, delay or impair ~~Seller's~~Seller's ability to consummate the transactions contemplated hereby or ~~Buyer's~~Buyer's ownership or use of the Purchased Assets following the Closing.

III.3 No Conflict. Subject to entry of the Sale Approval Order, the execution, delivery and performance of this Agreement by Sellers do not and will not (a) violate

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卖方各自的组织文件；(b) 违反适用于各卖方或已购资产的任何适用法律或命令；(c) 导致与已购资产相关的任何重大合同项下发生违约或构成违约；或 (d) 导致在已购资产上设立任何留置权，但允许留置权除外。

III.4 诉讼。除在破产案件中披露或在附件“E”中披露者外，不存在针对卖方或影响已购资产的任何诉讼、法律程序、仲裁、调查或政府询问正在进行中，或者就卖方所知，受到威胁，而该等事项可合理预期会实质性损害已购资产，或阻止或延迟本协议所设想交易的完成。

III.5 已购资产的充足性及产权。各卖方拥有，并且根据《出售批准令》且于交割时，买方将取得对已购资产的良好、有效且可转让的产权，且该等产权不受除允许留置权以外的任何留置权负担；其中允许留置权系依本协议由买方明示承接。卖方对各项已购资产拥有良好且有效的所有权，或拥有有效且可强制执行的转让权利。没有任何已购资产受任何限制转让或其他协议约束，而该等限制或协议会损害买方在交割后对其的所有权、使用或享有。

III.6 所需同意。除破产法院及批准事项的同意、批准或授权，或向其作出的声明或备案外，不存在任何对卖方具有约束力的协议或其他文书，要求因本协议的签署、交付和履行而由任何第三方作出任何同意、批准、通知、备案、登记、授权、许可、执照、要求或行动。

III.7 公用事业。卖方未收到任何书面通知称，为已购资产提供服务的任何电力服务、供电分配、并网权、公用事业服务、供水、排污、电信或其他公用事业将在交割后被减少、终止或作重大修改。就卖方所知，不存在任何会实质性损害该等公用事业权利在交割后转移或持续可得性的状况。

III.8 受让合同。各卖方已向买方提供所有受让合同的副本，以及其全部修订、附件、附表、放弃或其他变更内容，并且据卖方所知，该等副本在所有重大方面均真实、正确且完整，并构成受让合同的全部文件。除已书面披露给买方者外，卖方未收到任何受让合同项下任何一方存在尚未补救的重大违约的书面通知。各卖方声明，其并未采取或未能采取任何会损害其依本协议指定予以承接和转让之任何受让合同的承接与转让能力的行为。
卖方应采取商业上合理的努力，以取得所有命令的签发并采取所有合理必要的行动，以便利买方指定的受让合同的承接与转让。买方承认，破产法院未必会批准本协议项下买方指定的所有合同的承接与转让；但如未能承接并转让买方指定的任何受让合同，可合理预期会对已购资产产生重大不利影响，则买方无义务完成交割。

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each ~~Seller's~~Seller's Organizational Documents, (b) violate any applicable Law or Order applicable to each Seller or the Purchased Assets, (c) result in any breach or default under any material Contract relating to the Purchased Assets, or (d) result in the creation of any Lien on the Purchased Assets other than Permitted Liens.

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

III.5 Sufficiency of and Title to the Purchased Assets. Each Seller has and, pursuant to the Sale Approval Order and upon Closing, Buyer shall acquire good, valid and marketable title in and to the Purchased Assets, free and clear of all Liens, other than Permitted Liens expressly assumed by Buyer pursuant to this Agreement. Seller has good and valid title to, or a valid and enforceable right to transfer, each of the Purchased Assets. None of the Purchased Assets is subject to any restriction on transfer or other agreement that would impair ~~Buyer's~~Buyer's ownership, use or enjoyment thereof following the Closing.

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

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

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

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III.9 某些费用。除 DuFrayne LLC 以及 Manning Land 和 Manning Mineral LLC 外，卖方未聘用任何经纪人、介绍人、投资银行家或其他中介，亦未因本协议或本协议所设想的任何交易而产生任何投资银行费用、财务顾问费用、经纪费用、介绍费或其他类似费用的任何责任。

III.10 某些事件通知。卖方应及时通知买方以下事项：

(a) 任何第三方发出的、主张在完成本协议所设想的交易时可能需要该第三方同意的通知或其他书面通信；以及

(b) 与本协议所设想的交易有关或相关的，来自任何政府或监管机构或主管部门的任何重大书面通信。设备。

III.11 设备。卖方拥有所有卖方的设备（“设备”），且在卖方将其转让给买方时，买方将取得该等设备的所有权，且该等设备不附带任何留置权，但允许留置权除外。该等设备构成与已购资产相关并由卖方使用的全部重大设备，并在实质上与生效日时处于相同状况，正常损耗除外。据卖方所知，任何重置成本超过 $500,000 的设备均不存在会妨碍其在交割后通电时按其预定用途运行的重大缺陷；并且自 2024年10月31日 起，该等设备未遭受任何火灾、洪水、意外事故、盗窃、故意破坏或其他对其造成重大损害的事件。除本协议或披露附表所披露者外，卖方未曾就任何设备向任何第三方出租、许可或以其他方式授予其占有或使用任何设备的权利。于交割时，买方应取得设备的良好且可转让的所有权，且不附带任何留置权，但允许留置权除外，并在可转让范围内一并取得所有保证、担保及类似权利。

III.12 许可。卖方持有就目前所开展的已购资产的所有权和运营所必需的全部重大许可、执照、批准及政府授权，且该等许可均完全有效。

III.13 税务。各卖方已就已购资产及时提交（或促使及时提交）与已购资产有关须提交的所有重大纳税申报表，并已及时支付，或将及时支付，各卖方就截至交割日当日或之前结束的所有应税期间内就已购资产应支付的所有税款，但正通过适当程序善意争议中的税款除外。除因适用法律自动产生、且针对尚未到期应付税款的允许留置权外，已购资产上不存在任何税款留置权。卖方未收到任何税务机关就与税款有关、且会导致已购资产上存在留置权或以其他方式对已购资产造成重大不利影响的任何待决审计、检查或程序的书面通知。

III.14 财务信息。

(a) 卖方已向买方提供了与卖方持有或控制且经买方请求的已购资产有关的全部财务报表、经营报表、公用事业账单记录、资本支出信息及其他财务或 10

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

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

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

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

III.11 Equipment. All of Seller's equipment ("Equipment") is owned by the Sellers and, when conveyed by Sellers to Buyer, will be owned by Buyer free and clear of all Liens except Permitted Liens. The Equipment constitutes all material equipment owned by Seller and used in connection with the Purchased Assets and is in substantially the same condition as of the Effective Date, ordinary wear and tear excepted. To Seller's knowledge, no item of Equipment having a replacement cost in excess of $500,000 has any material defect that would prevent it from being operated for its intended purpose upon energization following Closing; and since October 31, 2024, the Equipment has not been subject to any fire, flood, casualty, theft, vandalism or other event that has materially damaged it. Seller has not leased, licensed or otherwise granted any third party any right to possess or use any Equipment, except as disclosed in this Agreement or the Disclosure Schedules. Upon the Closing, Buyer shall acquire good and marketable title to the Equipment, free and clear of all Liens other than Permitted Liens, together with all warranties, guarantees and similar rights, to the extent transferable.

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

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

III.14 Financial Information.

(a) Seller has made available to Buyer all financial statements, operating statements, utility billing records, capital expenditure information, and other financial or

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与已购买资产有关的经营信息，该等信息由卖方持有或控制并经买方要求提供（统称为“财务信息”）。

(b) 据卖方所知，向买方交付或提供的财务信息系根据卖方的账簿和记录善意编制，就所有重大方面而言真实、正确且完整，并就适用期间所载或所述信息在所有重大方面公允反映其内容。卖方并未故意遗漏任何为使财务信息整体上不具误导性所必需的重大信息。

(c) 自向买方提供最近一份财务信息之日起，卖方并未得知已发生任何与已购买资产财务状况或经营有关、且未以书面形式向买方披露的重大不利变化。卖方已向买方提供其持有或控制的、与已购买资产有关并经买方要求的所有账簿、记录、公用事业信息、往来函件、报告、合同及其他文件的真实、正确且完整副本，且在所有重大方面均属如此。据卖方所知，该等账簿和记录在所有重大方面准确反映其所声称载明的信息，且卖方并未故意隐瞒买方所要求的任何与已购买资产有关的重大信息。

III.15 环境事项。除卖方所知并已在附件“F”中列明的情况外：(a) 每一卖方在与已购买资产有关的方面，均已并在其拥有已购买资产期间一直在所有重大方面遵守适用于已购买资产的所有适用环境法律；(b) 卖方未收到来自任何政府机关或第三方、指称与已购买资产有关的任何重大违反环境法或承担任何重大责任的任何未解决书面通知、要求、索赔、信息请求或其他书面函件；(c) 未曾有任何在已购买资产处、上、下或自其发生的危险物质的排放、释放、处置或威胁性释放，且该等行为违反适用环境法，并合理预期会导致与已购买资产相关的重大责任；(d) 卖方未收到任何关于已购买资产中存在地下储罐、含石棉材料、多氯联苯或其他受监管危险物质的书面通知，附件“F”所披露的情况除外；(e) 卖方已取得并在所有重大方面遵守与已购买资产所有权和运营有关、根据适用环境法所要求的所有重大许可、执照及其他政府授权；并且
(f) 不存在任何与已购买资产有关、在待决中或据卖方所知受到威胁的、依据任何环境法进行的调查、行动或程序，而该等事项合理预期会导致重大责任，或在交割后对买方对已购买资产的所有权、开发或使用造成重大损害。就本协议而言，“环境法”系指所有与污染、人体健康或环境保护，或危险物质的制造、产生、使用、处理、储存、处置、运输、释放或排放有关的适用联邦、州及地方法律，并包括其不时修订版本。“危险物质”系指任何受任何环境法监管的物质、材料或废物，但不包括依适用环境法通常使用、储存或维护的数量的物质。

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operating information relating to the Purchased Assets, that are in ~~Seller's~~Seller's possession or control and have been requested by Buyer (collectively, the "~~"~~"Financial Information"~~"~~").

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

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

III.15 Environmental Matters. Except as set forth on **Exhibit "F"** to ~~Seller's~~Seller's knowledge: (a) Each Seller is, and during ~~Seller's~~Seller's ownership of the Purchased Assets has been, in material compliance with all applicable Environmental Laws with respect to the Purchased Assets; (b) Seller has not received any written notice, demand, claim, request for information or other written communication from any governmental authority or third party alleging any material violation of, or material liability under, any Environmental Law with respect to the Purchased Assets that remains unresolved; (c) there has been no release, discharge, disposal or threatened release of any Hazardous Substance at, on, under or from the Purchased Assets in violation of applicable Environmental Laws that would reasonably be expected to result in material liability relating to the Purchased Assets; (d) Seller has not received any written notice of the presence of any underground storage tanks, asbestos-containing materials, polychlorinated biphenyls or other regulated Hazardous Substances at the Purchased Assets, except as disclosed on **Exhibit "F"**; (e) Seller has obtained and is in material compliance with all material permits, licenses and other governmental authorizations required under applicable Environmental Laws with respect to the ownership and operation of the Purchased Assets; and (f) there is no pending or, to ~~Seller's~~Seller's knowledge, threatened investigation, action or proceeding under any Environmental Law relating to the Purchased Assets that would reasonably be expected to result in material liability or materially impair ~~Buyer's~~Buyer's ownership, development or use of the Purchased Assets following the Closing. For purposes of this Agreement, "~~"~~"Environmental Laws"~~"~~" means all applicable federal, state and local Laws relating to pollution, the protection of human health or the environment, or the manufacture, generation, use, handling, storage, treatment, transportation, release or disposal of Hazardous Substances, each as amended from time to time. "~~"~~"Hazardous Substances"~~"~~" means any substance, material or waste that is regulated under any Environmental Law, excluding quantities of substances customarily used, stored or maintained in compliance with applicable Environmental Laws.

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

III.17 Seller represents and warrants that: (i) it is not an “employee benefit plan” as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a “plan” as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the “Code”), which is subject to Section 4975 of the Code; and (ii) the assets of Seller do not constitute “plan assets” of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Code; and (iii)(a)
Seller is not a “governmental plan” within the meaning of Section 3(32) of ERISA, and the assets of Seller do not constitute plan assets of one or more such plans; or (b) transactions by or with Seller are not in violation of state statutes applicable to Seller regulating investments of and fiduciary obligations with respect to governmental plans.

III.18 Neither Seller, nor any ERISA Affiliates (as hereinafter defined) has, within the last six (6) years, made a “partial withdrawal” or a “complete withdrawal” (within the meaning of Sections 4205 and 4203 of ERISA) from any “multiemployer plan,” nor incurred any liability on account of a “partial withdrawal” or a “complete withdrawal” from any
“multiemployer plan”, no such liability has been asserted through a “Notice of Assessment” or any similar correspondence, and there are no events or circumstances which could result in any such partial or complete withdrawal, neither Seller, the Property Manager nor any ERISA
Affiliate has incurred or could be subjected to any liability under Title IV or Section 302 of ERISA that could reasonably be expected to result in liability to the Buyer (“ERISA Affiliate” means, at any time, each trade or business (whether or not incorporated) that would, at the time, be treated together with either Seller or the Property Manager as a single employer under Title IV or Section 302 of ERISA or Sections 414(b) or 414(c) of the Code.

III.19 卖方约定并保证，本协议所载的所有陈述和保证均应在交割日以及截至交割日为真实且正确，但交割日之后除外。各方依其条款在交割后仍需履行的契约和协议（包括第 5.4 条和第 10.6 条）应依其条款在交割后继续有效。

III.20 不作其他陈述或保证。除本协议另有规定外，所购资产按“现状”、“现址”及“所有缺陷”出售，买方，或根据任何拍卖或破产法院命令成为最终最高竞标人的任何一方，特此确认并同意，卖方就与所购资产有关的任何事项不作任何明示或默示的陈述或保证。买方将在交割时按“现状”和“现址”接受所购资产。

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

III.17 Seller represents and warrants that: (i) it is not an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the "Code"), which is subject to Section 4975 of the Code; and (ii) the assets of Seller do not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Code; and (iii)(a) Seller is not a "governmental plan" within the meaning of Section 3(32) of ERISA, and the assets of Seller do not constitute plan assets of one or more such plans; or (b) transactions by or with Seller are not in violation of state statutes applicable to Seller regulating investments of and fiduciary obligations with respect to governmental plans.

III.18 Neither Seller, nor any ERISA Affiliates (as hereinafter defined) has, within the last six (6) years, made a "partial withdrawal" or a "complete withdrawal" (within the meaning of Sections 4205 and 4203 of ERISA) from any "multiemployer plan," nor incurred any liability on account of a "partial withdrawal" or a "complete withdrawal" from any "multiemployer plan", no such liability has been asserted through a "Notice of Assessment" or any similar correspondence, and there are no events or circumstances which could result in any such partial or complete withdrawal, neither Seller, the Property Manager nor any ERISA Affiliate has incurred or could be subjected to any liability under Title IV or Section 302 of ERISA that could reasonably be expected to result in liability to the Buyer ("ERISA Affiliate" means, at any time, each trade or business (whether or not incorporated) that would, at the time, be treated together with either Seller or the Property Manager as a single employer under Title IV or Section 302 of ERISA or Sections 414(b) or 414(c) of the Code.

III.19 Seller covenants and warrants that all of the representations and warranties set forth in this Agreement shall be true and correct at, and as of, the Closing Date, but not thereafter. The covenants and agreements of the Parties that by their terms contemplate performance after the Closing (including Section 5.4 and Section 10.6) shall survive the Closing in accordance with their terms.

III.20 No Other Representations or Warranties. Other than as set forth herein, the Purchased Assets are being sold "as is," "where is," and "with all faults," and Buyer, or any ultimate highest bidder pursuant to any Auction or order of the Bankruptcy Court, hereby acknowledges and agrees that Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets. Buyer will accept the Purchased Assets "as is" and "where is" at closing.

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第四条

买方的陈述与保证

IV.1 组织与权限。买方是一家依特拉华州法律正式设立、有效存续且信誉良好的 corporationlimited liability company。买方具有签署并交付本协议以及完成本协议所设想交易的全部权力和授权，并已由买方一切必要行动正式授权。以破产法院签发《出售批准令》为条件，本协议构成对买方具有法律效力、有效且具约束力的协议，并可依其条款强制执行。

IV.2 无冲突。买方签署、交付并履行本协议不会 (i) 违反任何现行法律、法规、规则、条例或法令的任何规定，或 (ii) 与下列事项相冲突、导致违约，或构成违约：
(a) 买方的任何公司注册证书或公司章程或公司细则；(b) 任何法院、政府机关、局或机构的任何命令、判决、裁决或判令；或 (v) 买方为一方或买方或其财产或资产可能受其约束的任何抵押、契约、租约、合同或其他协议，或承诺。

IV.3 买方的调查。买方正在对已购买资产、拟承担负债以及拟承担合同进行其自身独立审查和分析。买方确认，其已拥有直到 10:00 a.m. 2026年9月10日（“尽职调查
截止日”）开展其认为与本协议所设想交易有关且必要或适当的尽职调查的机会。尽管有上述规定，买方的调查不应限制、削弱或以其他方式影响卖方在本协议、任何卖方披露附表或与本协议相关交付的任何其他文件项下的陈述、保证、承诺或义务。买方有权依赖本协议中明确载明的卖方陈述和保证之准确性与完整性，而卖方对其任何违约仍应承担责任。买方应在尽职调查截止日前完成尽职调查。

IV.4 本协议中的任何内容均不得放弃或限制买方因卖方欺诈、故意不当行为、故意虚假陈述或违反本协议而产生的任何权利或救济。买方有能力满足破产法第 365(b)(1)(C) 条和第 365(f) 条就拟承担合同和拟承担负债所规定的条件。

IV.5 诉讼。截至本协议之日，在任何法院、仲裁员或任何政府机构、机关或官员面前，不存在针对买方的，或据买方所知威胁针对买方的，或影响买方的任何待决诉讼、诉讼、调查或程序，而该等事项以任何方式质疑或寻求阻止、禁止、改变或重大延迟本协议所设想的任何交易。

IV.6 某些费用。除 Conestoga Real Estate LLC 和 CBRE 外，买方未聘用任何经纪人、介绍人、投资银行家或其他中介，亦未就任何投资银行费用、财务顾问费用、经纪费用产生任何责任，

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ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

IV.1 Organization and Authority. Buyer is a ~~corporation~~limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. Buyer has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein and have been duly authorized by all necessary action on the part of Buyer. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Buyer that is enforceable in accordance with its terms.

IV.2 No Conflicts. The execution, delivery, and performance of this Agreement by Buyer will not (i) violate any provision of any existing law, statute, rule, regulation, or ordinance, or (ii) conflict with, result in a breach of, or constitute a default under (a) any certificate or articles of incorporation or by-laws of Buyer, (b) any order, judgment, award or decree of any court, governmental authority, bureau or agency, or (v) any mortgage, indenture, lease, contract or other agreement, or undertaking to which Buyer is a party or by which Buyer or its properties or assets may be bound.

IV.3 Investigation by Buyer. Buyer is conducting its own independent review and analysis of the Purchased Assets, the Assumed Liabilities, and the Assumed Contracts. Buyer acknowledges that it has ~~until 10:00 a.m. September 10, 2026 ("Due Diligence Expiration Date")~~had the opportunity to conduct such diligence as it deems necessary or appropriate in connection with the transactions contemplated hereby. Notwithstanding the foregoing, Buyer's investigation shall not limit, diminish or otherwise affect Seller's representations, warranties, covenants or obligations under this Agreement, any Seller Disclosure Schedule or any other document delivered in connection herewith. Buyer shall be entitled to rely upon the accuracy and completeness of the Seller's representations and warranties expressly set forth herein, and Seller shall remain liable for any breach thereof. ~~Buyer shall complete its due diligence by the Due Diligence Expiration Date.~~

IV.4 Nothing herein shall waive or limit any rights or remedies of Buyer arising from Seller's fraud, willful misconduct, intentional misrepresentation or breach of this Agreement. Buyer is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Liabilities.

IV.5 Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending, against or, to the knowledge of Buyer, threatened against or affecting Buyer before any court or arbitrator or any governmental body, agency, or official, which in any manner challenges or seeks to prevent, enjoin, alter, or materially delay any transactions contemplated by this Agreement.

IV.6 Certain Fees. Other than Conestoga Real Estate LLC and CBRE, Buyer has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees,

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与本协议或本协议所设想的任何交易相关的介绍费或其他类似费用。

IV.7 同意。除破产法院的同意、批准或授权，或向破产法院作出的声明或备案外，不存在任何约束买方的协议或其他文书，要求因签署、交付和履行本协议而须由任何第三方作出同意、批准、通知、备案、登记、授权、许可、执照、要求或采取任何行动。

IV.8 一般保证。买方在本协议中作出的陈述或保证，亦包括根据本协议条款或与本协议所设想交易有关而由买方向卖方提供或将提供的任何附件、附表、陈述或证明，均不包含，也不会包含任何明知不实的重大事实陈述，或明知遗漏或将遗漏为使其中所载或并入的陈述不致具有误导性所必需陈述的重大事实。

IV.9 财务能力。买方目前具有并将在交割时具有足够的可用资金，以支付购买价款及买方根据本协议应支付的所有其他款项，并完成本协议所设想的交易，且买方在本协议项下的义务不受任何融资条件限制。

第 V 条

卖方和买方的契约

V.1 尽职努力；进一步保证。卖方和买方应尽商业上合理的努力，采取任何及一切行动并完成适用法律法规要求为完成本协议所设想交易而必要或适当的所有事项。
卖方和买方同意签署并交付其他必要或适当的文件、证明、协议及其他书面文件，并采取其他必要或适当的行动，以便将所购资产的可转让产权归于买方。

V.2 通知。如（i）买方知悉卖方对本协议所载任何陈述、保证、契约或协议的任何重大违约，而该等违约可由卖方补救，或（ii）卖方知悉买方对本协议所载任何陈述、保证、契约或协议的任何重大违约，而该等违约可由买方补救，则知悉该等违约的一方应依照本协议的通知条款，立即以书面形式通知另一方。在发出该违约通知后，违约方应有五(5)日时间在采取与之相关的任何救济措施前补救该等违约。

V.3 交割前契约。作为本协议的重要条款：

(a) 自生效日起至交割日止，卖方应以与其在生效日前立即适用的维护标准一致的方式维持所购资产，并不得实施或允许实施任何浪费，或改变所购资产的状况或外观，或就所购资产转让任何其他权利，但经买方书面同意并加入者除外。

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finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement.

IV.7 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court, there is no agreement or other instrument binding upon Buyer requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

IV.8 General Warranty. None of the representations or warranties contained herein by Buyer, nor any exhibit, schedule, statement, or certificate furnished or to be furnished by Buyer to Seller pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

IV.9 Financial Capability. Buyer has, and at the Closing will have, sufficient available funds to pay the Purchase Price and all other amounts payable by Buyer hereunder and to consummate the transactions contemplated by this Agreement, and Buyer's obligations hereunder are not subject to any financing contingency.

ARTICLE V

COVENANTS OF SELLER AND BUYER

V.1 Efforts; Further Assurances. Seller and Buyer will use commercially reasonable efforts to take any and all actions and to do all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated in this Agreement. Seller and Buyer agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to vest marketable title to the Purchased Assets in Buyer.

V.2 Notices. If (i) Buyer becomes aware of any material breach by Seller of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Seller, or (ii) Seller becomes aware of any material breach by Buyer of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Buyer, the Party becoming aware of such breach shall promptly notify the other Party in writing, in accordance with the notice provisions of this Agreement. Upon such notice of breach, the breaching Party shall have five (5) days to cure such breach before the exercise of any remedies in connection therewith.

V.3 Pre-Closing Covenants. As material terms of this Agreement:

(a) From the Effective Date until the Closing Date, Seller will maintain the Purchased Assets in the manner consistent with its standards of maintenance prevailing immediately prior to the Effective Date and it will not commit or permit to be committed any waste or change in the condition or appearance of the Purchased Assets, or convey any other right with respect to the Purchased Assets except with the written consent and joinder of Buyer.

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卖方应按照以往惯例在正常经营过程中经营、管理并维护所购资产，并应及时通知买方任何影响所购资产的重大损坏、意外事故、征收、政府行为或其他事件。卖方应在交割前始终使与所购资产有关的所有现有保险单保持完全有效和生效，并且未经买方事先书面同意，不得修改、取消、终止或允许保险保障中断。买方及卖方，或其代表，有权于交割日前一日现场查看 Tarbush Property，除非买方另行书面放弃，以确认所购资产的状况。

(b) 卖方不得转让任何所购资产，不得就所购资产设立任何留置权，不得授予任何地役权或通行权，也不得订立任何影响所购资产或买方拟定用途的合同、租约、许可、协议、承诺或其他安排，且该等安排在交割日时及自交割日起不得在未经买方事先书面同意的情况下取消。卖方不得采取、亦不得不采取任何合理预期会不利影响买方在所购资产中的权利、其价值或完成本协议所设想交易能力的任何行动。

(c) 卖方应按照以往惯例在正常经营过程中经营、管理并维护所购资产，并应尽商业上合理的努力保持所购资产及其相关商誉的完整性。卖方不得采取或省略采取任何合理预期会实质损害所购资产价值或买方完成本协议所设想交易能力的行动。

(d) 未经买方事先书面同意，卖方不得修订、修改、终止、续期、延长、放弃任何重大权利，亦不得订立任何新的承接合同，或同意对任何承接合同作出修订、修改或终止。

(e) 卖方应尽商业上合理的努力维持并保持所有与所购资产有关的许可、批准、授权、执照、公用事业分配、互联权、政府批准及其他权利均充分有效，并且不得采取任何行动，或不采取任何行动，而该等行动或不作为会合理预期对交割后买方对其的可转让性、可获得性或使用造成不利影响。

(f) 卖方应及时以书面形式通知买方以下事项：(i) 所购资产的任何重大损坏或毁灭，(ii) 影响所购资产的任何征收或拟议征收，(iii) 与所购资产有关的任何书面违章通知、违约、调查或执法行动，(iv) 影响所购资产的任何重大索赔、诉讼或程序，或 (v) 任何合理预期会导致重大不利影响或阻止或实质延迟完成本协议所设想交易的事件或情况。

(g) 卖方应在合理事先通知并于正常营业时间内，为买方及其代表提供合理接触所购资产、承接合同、账簿和记录，以及与所购

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Seller shall operate, manage and maintain the Purchased Assets in the ordinary course consistent with past practice and shall promptly notify Buyer of any material damage, casualty, condemnation, governmental action or other event affecting the Purchased Assets. Seller will keep all current insurance policies concerning the Purchased Assets in full force and effect until Closing and shall not modify, cancel, terminate or permit any lapse in coverage without Buyer's prior written consent. Buyer and Seller, or its representative, shall have the right to walk the Tarbush Property the day before the Closing Date, unless otherwise waived by Buyer in writing, to confirm the condition of the Purchased Assets .

(b) Seller must not transfer any of the Purchased Assets, create any Lien on the Purchased Assets, grant any easements or rights-of-way, or enter into any contract, lease, license, agreement, commitment or other arrangement affecting the Purchased Assets or Buyer's intended use thereof, which is not cancelable on and as of the Closing Date without Buyer's prior written consent. Seller shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect Buyer's rights in or to the Purchased Assets, the value thereof, or the ability to consummate the transactions contemplated hereby.

(c) Seller shall operate, manage and maintain the Purchased Assets in the ordinary course of business consistent with past practice and shall use commercially reasonable efforts to preserve intact the Purchased Assets and the goodwill associated therewith. Seller shall not take, or omit to take, any action that would reasonably be expected to materially impair the value of the Purchased Assets or ~~Buyer's~~Buyer's ability to consummate the transactions contemplated by this Agreement.

(d) Seller shall not amend, modify, terminate, renew, extend, waive any material rights under, or enter into any new Assumed Contract, or consent to any amendment, modification or termination of any Assumed Contract, without the prior written consent of Buyer.

(e) Seller shall use commercially reasonable efforts to preserve and maintain in full force and effect all permits, approvals, authorizations, licenses, utility allocations, interconnection rights, governmental approvals and other rights relating to the Purchased Assets, and shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect the transferability, availability or use thereof by Buyer following the Closing.

(f) Seller shall promptly notify Buyer in writing of (i) any material damage to or destruction of the Purchased Assets, (ii) any condemnation or threatened condemnation affecting the Purchased Assets, (iii) any written notice of violation, default, investigation or enforcement action relating to the Purchased Assets, (iv) any material claim, action or proceeding affecting the Purchased Assets, or (v) any event or circumstance that would reasonably be expected to result in a Material Adverse Effect or prevent or materially delay the consummation of the transactions contemplated hereby.

(g) Seller shall provide Buyer and its representatives with reasonable access, upon reasonable prior notice and during normal business hours, to the Purchased Assets, the Assumed Contracts, books and records, and such other information relating to the Purchased

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资产，以及买方可就此合理要求的其他信息，以配合本协议所设想的交易。

(h) 卖方应尽商业上合理的努力取得竞标程序命令和出售批准命令的签发，并在卖方控制范围内满足交割的所有条件，并且不得采取任何合理预期会延迟、损害或阻止完成本协议所设想交易的任何行动。

(i) 卖方应保存与所购资产有关的所有账簿、记录、文件及其他文书，并且在交割前不得销毁、丢弃或实质更改任何该等账簿、记录或文件，但在正常经营过程中并按照适用法律除外。

(j) 未经买方事先书面同意，卖方不得就与所购资产有关的任何重大保险索赔、征收裁定或其他索赔进行和解、妥协或解除，该等同意不得无理拒绝、附条件或拖延。

(k) 买方放弃就毗邻物业上与矿产权相关或基于矿产权的任何产权异议（其定义见 Pyote Agreement），包括但不限于矿产权保留、租约及其他矿产权例外。

V.4 交割后契约。作为本协议的重要条款：

(a) 交割一经完成，双方同意相互合作，并尽一切诚信努力采取（或促使采取）一切行动，并为完成并使本协议所设想的交易生效而在适用法律下合理必要、适当或可取地做（或促使做）一切事项，包括但不限于：(i) 向买方提供对所购资产的接入和产权；以及 (ii) 协助买方取得对所购资产的接入和控制权。

第 VI 条

破产事项；竞标程序

VI.1 破产申报。卖方应在商业上合理可行的最短时间内，并且在任何情况下不迟于提交前两个(2)个营业日，将代表卖方向破产法院提交的所有文件提供给买方供审阅和评论，包括卖方准备的所有动议、申请、请愿书、附表及支持性文件（包括命令和致利害关系方通知的格式），且该等文件涉及或可能影响所购资产或本协议所设想的交易。卖方准备并代表卖方向破产法院提交的、与本协议所设想的交易或所购资产有关的所有动议、申请、请愿书、附表及支持性文件，其形式和实质内容均须使买方和卖方合理满意。

VI.2 出售批准命令。卖方和买方应尽商业上合理的努力相互合作、协助并协商，以促使于本协议签署日后签发出售批准命令，并完成

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Assets as Buyer may reasonably request in connection with the transactions contemplated hereby.

(h) Seller shall use commercially reasonable efforts to obtain entry of the ~~Bid Procedures Order and the~~ Sale Approval Order and to satisfy all conditions to Closing within ~~Seller's~~Seller's control and shall not take any action that would reasonably be expected to delay, impair or prevent the consummation of the transactions contemplated hereby.

(i) Seller shall preserve all books, records, files and other documents relating to the Purchased Assets and shall not destroy, discard or materially alter any such books, records or documents prior to the Closing, except in the ordinary course of business and in accordance with applicable Law.

(j) Seller shall not settle, compromise or release any material insurance claim, condemnation award or other claim relating to the Purchased Assets without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

~~(k) Buyer waives any Title Objections (as defined in the Pyote Agreement) on the Adjacent Property related to or based upon mineral rights, including but not limited to mineral reservations, leases and other mineral rights exceptions.~~

V.4 Post-Closing Covenants. As material terms of this Agreement:

(a) Immediately upon the consummation of the Closing, the Parties agree to cooperate with one another and use all good faith efforts to take (or cause to be taken) all actions, and to do (or cause to be done) all things reasonably necessary or proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, (i) providing access and title to the Purchased Assets to Buyer; and (ii) assisting Buyer with obtaining access and control over the Purchased Assets.

ARTICLE VI

BANKRUPTCY MATTERS; BIDDING PROCEDURES

VI.1 Bankruptcy Filings. Seller shall deliver or cause to be delivered to Buyer for review and comment, as soon as commercially reasonable and in any event not less than two (2) ~~business days~~Business Days prior to the filing thereof, all documents to be filed on behalf of Seller with the Bankruptcy Court, including all motions, applications, petitions, schedules, and supporting papers prepared by Seller (including forms of orders and notices to interested parties) that relate to, or that may affect, the Purchased Assets or the transactions contemplated hereby. All motions, applications, petitions, schedules, and supporting papers prepared by Seller and relating to the transactions contemplated hereby or the Purchased Assets to be filed with the Bankruptcy Court on behalf of Seller must be reasonably satisfactory in form and substance to Buyer and Seller.

VI.2 Sale Approval Order. Seller and Buyer shall use commercially reasonable efforts to cooperate, assist and consult with each other to secure the entry of the Sale Approval Order following the date hereof, and to consummate the transactions contemplated by

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本协议，包括提供供破产法院提交的宣誓书或其他文件或信息，以便除其他外，为买方在本协议项下的履约提供必要保证，并提供关于本协议所设想交易的任何证言，包括支持导致本协议达成的谈判具有善意性质。

VI.3 无竞标保护。买方承认并同意，买方无权就本协议、拍卖或购买资产的出售获得任何分手费、费用补偿、终止费或任何其他形式的竞标保护，并且买方特此放弃就与其提交竞标或参与拍卖以任何方式相关的、依据破产法第503(b)条提出实质性贡献请求的任何权利。

第七条

交割条件

VII.1 买卖双方义务的条件。买卖双方完成本协议所设想交易的义务，须以下列条件得到满足为前提：

(a) 破产法院已签发出售批准令，并且截至交割日，该出售批准令完全有效且未被中止、撤销或推翻。出售批准令在形式和实质上应为买方合理接受，并且除其他事项外，应当：

(i) 认可卖方签署并交付本协议，并批准本协议所设想的交易；

(ii) 认定购买资产的转让合法、有效且可执行，并使买方取得购买资产的有效所有权，且该等资产不附带任何留置权（但任何允许留置权除外）；

(iii) 认定买方依据本协议提供的购买价款及其他对价构成对购买资产的公允且合理对价；

(iv) 规定买方系依据破产法第363条购买购买资产的善意买受人，并且就该项出售而言，第363条所列任何依据均不存在；

(v) 授权买方在其酌情决定需要时，就购买资产提交对任何已记录留置权的终止或注销文件（允许留置权或法律要求的除外），并要求担保方或留置权人，在适用的非破产法要求或买方请求时，签署由买方准备的解除、注销或清偿文件，由买方提交，以清除购买资产上任何已记录的留置权（允许留置权除外）；

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this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes of, among others, providing necessary assurances of performance by Buyer under this Agreement and furnishing any testimony regarding the transactions contemplated hereby, including to support the good-faith nature of the negotiations leading to this Agreement.

VI.3 No Bid Protections. Buyer acknowledges and agrees that Buyer is not entitled to, and hereby waives any right to, any break-up fee, expense reimbursement, termination fee or other bid protection of any kind in connection with this Agreement, the Auction or the sale of the Purchased Assets, and Buyer hereby waives any right to assert a substantial contribution claim under section 503(b) of the Bankruptcy Code related in any way to the submission of its Bid or its participation in the Auction.

ARTICLE VII

CLOSING CONDITIONS

VII.1 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Approval Order and, as of the Closing Date, the Sale Approval Order shall be in full force and effect and shall not have been stayed, vacated, or reversed. The Sale Approval Order shall be in form and substance reasonably acceptable to Buyer and shall, *inter alia*:

(i) Authorize the Seller's execution and delivery of this Agreement and approve the transactions contemplated herein;

(ii) Find that the transfer of the Purchased Assets is legal, valid, and enforceable and vests Buyer with valid title to the Purchased Assets, free and clear of all Liens (except for any Permitted Liens);

(iii) Find that the Purchase Price and other consideration provided by Buyer hereunder constitute fair and reasonable consideration for the Purchased Assets;

(iv) Provide that Buyer is a good faith purchaser of the Purchased Assets pursuant to Section 363(m) of the Bankruptcy Code and none of the grounds set forth in Section 363(n) exists with respect to the sale;

(v) Authorize Buyer to file, if desired in its discretion, terminations or cancellations of any recorded Liens (except for Permitted Liens or to the extent required by law) against the Purchased Assets and require secured parties or lienholders, where required by applicable non-bankruptcy law or requested by Buyer, to execute documents of release, cancellation or satisfaction prepared by Buyer, to be filed by Buyer to clear any Liens of record (other than Permitted Liens) from the Purchased Assets;

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(vi) 批准任何被承担合同的承担和转让，并规定，在买方或卖方（视情况而定）支付适用的补救费用（或其他商定金额）后，就任何该等被承担合同在交割前的违约，该相对方不得再就卖方、其财产团或债权人，或买方提出任何剩余请求；

(vii) 认定买方未承担卖方任何性质的任何责任，且对卖方任何责任均不承担任何责任或义务，包括卖方就任何税款或任何交割前负债所负之责任（补救费用中包含的、针对被承担合同的责任或其他被承担责任除外），无论该等责任在交割时已知或未知、无论为确定性或或有性、无论在交割时已存在还是在交割后产生，包括任何类型或性质的继受责任或替代责任，包括但不限于基于反垄断、环境、虚假分身、继受方或受让方责任、事实合并、单纯或实质延续等任何理论；并且

(viii) 放弃根据《联邦破产程序规则》第6004条或第6006条本应适用的任何停缓执行。

(b) 任何法院、法庭或政府实体签发的禁止令、停缓令或类似命令或法令，均不得处于有效状态，以限制、禁止、暂停或阻止本协议所设想交易的完成。

VII.2 买方义务的条件。买方完成本协议所设想交易的义务，须以下列条件得到满足（或由买方放弃）为前提：

(a) 卖方已在所有重大方面履行其在交割日当日或之前应履行、但此后无须履行的本协议项下全部义务；并且

(b) 本协议所载卖方的陈述和保证在交割日为真实、准确，且如同在交割日当日作出并截至交割日仍然真实、准确，但此后不再适用。

(c) 以下二者之一：

(i) 订立并交付（“地上租赁签署”）一份地上租赁协议，由买方（或其关联方）作为地上承租人，与 Delaware Basin Ranches Inc. 作为地上出租人（“地上租赁”）签订，条款和条件应为买方合理接受，据此买方将租赁包含 Tarbush Property 的地块的全部或部分（“地上租赁物业”）。地上租赁签署应在本协议项下交割之前或大致同时完成；或者

(cii) 购买和出售协议（“邻近物业PSA”）的交割，条款和条件应为买方合理接受，以便买方收购在 Reeves County 的评估税地块图上以地块编号0014468标识并在18的评估税地块图上标识的房地产地块（统称“邻近物业”）
4926-3188-8852, v. 24921-8022-7027, v. 6

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(vi) Approve the assumption and assignment of any Assumed Contracts and provide that upon payment of the applicable Cure Costs (or other such agreed amount) by the Buyer or Seller, as applicable, such counterparty shall not have any remaining claim against Seller, its Estate or creditors, or Buyer related to any pre-Closing default under any such Assumed Contract;

(vii) Find that Buyer has not assumed, and has no responsibility or liability for any of Seller's liabilities of any description whatsoever, including any liability of Seller with respect to any Taxes or any pre-Closing liabilities (other than included in Cure Costs, for the Assumed Contracts, or other Assumed Liability), whether known or unknown as of the Closing, whether fixed or contingent, or whether existing at the time of or arising after the Closing, including successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, alter ego, successor or transferee liability, *de facto* merger, mere or substantial continuation; and

(viii) Waive any stay that would otherwise be applicable pursuant to Rules 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure.

(b) No injunction, stay, or similar order or decree issued by any court, tribunal or governmental entity, shall be in effect that restrains, enjoins, stays, or prohibits the consummation of the transactions contemplated by this Agreement.

VII.2 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Buyer) of the following conditions:

(a) Seller shall have performed in all material respects all its obligations hereunder required to be performed by it at, or before, the Closing Date but not thereafter; and

(b) The representations and warranties of Seller contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date~~, but not thereafter~~.

(c) Either:

(i) Execution and delivery (the "Ground Lease Execution") of a ground lease agreement between Buyer (or its affiliate), as ground lessee, and Delaware Basin Ranches Inc., as ground lessor (the "Ground Lease"), on terms and conditions reasonably acceptable to Buyer pursuant to which Buyer would lease all or a portion of the parcel which includes the Tarbush Property (the "Ground Lease Property"). The Ground Lease Execution shall occur prior to or substantially concurrently with the Closing hereunder; or

(~~i~~ii) Closing of the purchase and sale agreement (the "Adjacent Property PSA"), on terms and conditions reasonably acceptable to Buyer~~,~~ for the acquisition by Buyer of the real property parcels (collectively, the "Adjacent Property") identified on the assessor tax parcel map for Reeves County by Parcel ID No. 0014468 and on the assessor tax parcel map for

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Pecos County 的地块编号为00049-08031-00100-000000。邻近物业PSA的交割应已发生，或应在本协议项下交割时大致同时发生，且其条款和条件应为买方合理满意。

(d) 买方在交割时收购邻近物业，可由买方自行选择，通过受让卖方在某项《期权转让协议》项下的权利和权益来实现，该协议日期为2026年6月11日，由 Lonestar Dream, Inc. 和 Lonestar Taproot LLC 与 Manning Minerals, LLC 之间签订（并经某项《期权转让协议修订案》于2026年7月1日作出修订）（“期权转让协议”），据此，除其他事项外，卖方受让某项《经修订及重述期权协议》项下的权利，该协议日期为2026年7月28日，并自2026年7月1日起生效，由 Jeff Lindsay（“出让人”）与 Manning Minerals, LLC（“受让人”）——一家德克萨斯州有限责任公司——签订（“期权协议”）。若买方选择受让期权转让协议，则交割的进一步条件为：买方收到（x）卖方和受让人出具的书面确认（其形式和实质须为买方可接受），确认截至交割日，期权转让协议和期权协议均完全有效，且对其当事人具有合法、有效、约束力并可强制执行；以及（y）由出让人签署的禁止反言证明，证明截至期权转让协议转让给买方之日，期权协议完全有效，且对出让人具有合法、有效、约束力并可强制执行，并且出让人或受让人在期权协议项下不存在任何违约，或不存在其他既存情形，而该等情形在发出通知或经过时间流逝，或两者兼有后，将构成对期权协议的违约。

(d) 买方应在交割时或之前收到以下文件：(i) Texas-New Mexico Power Company（“TNMP”）出具的书面确认，证明向由 ERCOT 认定为大型负荷BZ-650（“Tarbush Load”）并服务于 Tarbush Property 的负荷，可提供不少于46 MW 的稳固供电容量，用于数据中心用途，且不存在要求输电升级或进一步批准的任何条件，并且买方已根据 ERCOT 规程被接受为 Tarbush Load 的卖方继受方；以及 (ii) 就每一份与向 Tarbush Property 供电、输电或并网相关的、与 TNMP 或任何其他方签订的协议，在取得所需同意的前提下，向买方作出转让。

(e) 买方应在交割时或之前收到以下任何一项：(i) 各持有影响邻近物业的矿产权、租赁权或其他矿产授予或权益且已在记录中的权利人（“矿产权”）出具的书面地表使用豁免和/或协议，其形式和实质应为买方满意，以允许其将邻近物业用作数据中心，并且适于在县契据记录中登记；或 (ii) 以费用简单所有权形式的转让、矿产权的转让或租赁权益，其形式和实质应为买方满意，以允许其将邻近物业用作数据中心，并且适于在县契据记录中登记；或 (iii) 令人满意的证明，证明该等矿产权已就邻近物业的所有权记录被移除、解除、终止或以其他方式修订、从属化或解决，以使买方满意，从而允许其

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Pecos County by Parcel ID No. 00049-08031-00100-000000. The closing of the Adjacent Property PSA shall have occurred, or shall occur substantially concurrently with the Closing hereunder, on terms and conditions reasonably satisfactory to Buyer.

~~(d)~~ The acquisition of the Adjacent Property by the Buyer at Closing may, at the Buyer's election, be effectuated through an assignment of the Sellers' rights and interests under that certain Option Assignment Agreement, dated June 11, 2026, by and between Lonestar Dream, Inc. and Lonestar Taproot LLC, and Manning Minerals, LLC (as amended pursuant to that certain Amendment to Option Assignment Agreement, dated as of July 1, 2026) (the "Option Assignment Agreement"), pursuant to which the Sellers are assigned, among other things, rights under that certain Amended and Restated Option Agreement, dated as of July 28, 2026 to be effective as of July 1, 2026, by and between Jeff Lindsay (the "Optioner") and Manning Minerals, LLC (the "Optionee"), a Texas limited liability company (the "Option Agreement"). In the event that the Buyer elects to take an assignment of the Option Assignment Agreement, then a further condition to Closing shall be Buyer's receipt of (x) written confirmation (in form and substance acceptable to Buyer) from the Sellers and the Optionee, that, as of the Closing, both the Option Assignment Agreement and the Option Agreement are in full force and effect and are legal, valid, binding and enforceable against the parties thereto; and (y) an estoppel certificate executed by the Optioner certifying that, as of the assignment of the Option Assignment Agreement to Buyer, the Option Agreement is in full force and effect, is legal, valid, binding and enforceable against the Optioner and that there is no default by Optioner or Optionee under the Option Agreement or other existing conditions, which upon the giving of notice or lapse of time, or both, would constitute a default under the Option Agreement.

(d) Buyer shall have received (i) written confirmation from Texas-New Mexico Power Company ("TNMP") that firm delivery capacity of not less than 46 MW is available to the load served at the Tarbush Property and identified by ERCOT as large load BZ-650 (the "Tarbush Load") for Data Center use, free of any condition requiring transmission upgrades or further approval, and that Buyer has been accepted as successor to Seller for the Tarbush Load under ERCOT protocols, and (ii) an assignment to Buyer, with any required consent, of each agreement with TNMP or any other party relating to the supply, delivery or interconnection of electricity to the Tarbush Property.

(e) Buyer shall have received any of the following at or prior to closing: (i) a written surface use waiver and/or agreement from each holder of mineral rights, leasehold rights, or other mineral grants or interests affecting the Adjacent Property of record ("Mineral Rights"), in form and substance satisfactory to Buyer to permit its intended use of the Adjacent Property as a Data Center and acceptable for recordation in the county deed records; or (ii) a conveyance in fee, an assignment of, or a lease interest in, the Mineral Rights in form and substance satisfactory to Buyer to permit its intended use of the Adjacent Property as a Data Center and acceptable for recordation in the county deed records; or (iii) satisfactory proof that such Mineral Rights have been removed, released, terminated from or otherwise amended, subordinated or resolved as to and upon the record of title for the Adjacent Property, to the satisfaction of Buyer to permit its

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于交割时，能够将毗邻物业作为数据中心使用；或者双方已就毗邻物业上的该等产权问题的其他解决方案达成一致。卖方应尽商业上合理努力，协助买方识别适用的矿产权利持有人，并在交割前取得所需文件或协议。本分项所述已签署产权文件、同意书和协议的取得所产生的全部成本及其他对价，均由买方承担。

(f) 自生效日起，不得发生任何事件、变化、情形或状况，且该等事件、变化、情形或状况已经对或可合理预期会对已购买资产、与之相关的公用事业权利，或买方拟将地面租赁物业或毗邻物业开发或运营为数据中心的用途产生重大不利影响，包括任何重大意外事故、征收、公用事业容量损失、重大政府行为或任何被承继合同的重大终止。

(g) 为完成本协议所设想交易所需的一切必要政府批准、许可、授权、同意及备案均已取得或作出，并应完全有效。

(h) 完成本协议所设想交易所需的一切重大第三方同意（通过破产法院程序取得的除外）均已取得，并应完全有效。

(i) 《Pyote协议》所定义的《Pyote协议》交割应已与本协议项下交割基本同时发生。

(j) 对于管辖 Tarbush Property 或毗邻物业的任何政府实体，不得已制定、通过或颁布任何法律、命令、禁令或其他法律要求，无论临时或永久，其(i)禁止、暂停或实质限制或附条件地要求在任何该等物业上开发、建设或运营数据中心，或(ii)对任何该等物业或该等用途施加截至生效日并不适用的分区、许可或其他土地使用审批要求；但前提是，上述规定不适用于德克萨斯州对商业不动产普遍适用、但并未特别适用于、或对数据中心、Tarbush Property 设想规模的电力负荷、或向该等负荷输送或供应电力的互联施加特定要求的任何法律、命令或要求。

VII.3 卖方义务的条件。卖方完成本协议所设想交易的义务，以满足（或由卖方放弃）以下进一步条件为前提：

(a) 买方已在所有重大方面履行其在本协议项下要求于交割日或之前履行的全部义务；且

(b) 本协议所载买方的陈述和保证在交割日当日及截至交割日均真实、正确，如同在交割日当日及截至交割日作出一样。

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intended use of the Adjacent Property as a Data Center, at Closing; or the parties shall have agreed upon such other resolution of a title issue on the Adjacent Property. Seller shall use commercially reasonable efforts to assist Buyer in identifying the applicable Mineral Rights holders and obtaining the requisite documentation or agreements prior to Closing. All costs and other consideration of obtaining the signed title documents, consents and agreements referenced in this subparagraph, shall be borne by the Buyer.

(f) Since the Effective Date, no event, change, circumstance or condition shall have occurred that has had, or would reasonably be expected to have, a Material Adverse Effect on the Purchased Assets, the utility rights associated therewith, or Buyer's intended use of the Ground Lease Property or Adjacent Property to develop or operate as a Data Center, including any material casualty, condemnation, loss of utility capacity, material governmental action or material termination of any Assumed Contract.

(g) All necessary governmental approvals, permits, authorizations, consents and filings required for the consummation of the transactions contemplated by this Agreement shall have been obtained or made and shall be in full force and effect.

(h) All material third-party consents required for the consummation of the transactions contemplated by this Agreement (other than those to be obtained through the Bankruptcy Court process) shall have been obtained and shall be in full force and effect.

(i) The Closing (as defined in the Pyote Agreement) of the Pyote Agreement shall have occurred substantially contemporaneous with the Closing hereunder.

(j) No Governmental Entity having jurisdiction over the Tarbush Property or the Adjacent Property shall have enacted, adopted or issued any Law, Order, moratorium or other legal requirement, whether temporary or permanent, that (i) prohibits, suspends or materially restricts or conditions the development, construction or operation of a Data Center on any such property, or (ii) imposes any zoning, permitting or other land use approval requirement on any such property or such use that was not applicable as of the Effective Date; provided that the foregoing shall not apply to any Law, Order or requirement of general application to commercial real property in the State of Texas that does not specifically apply to, or impose requirements specific to, Data Centers, electrical loads of the size contemplated for the Tarbush Property, or the interconnection or supply of electricity to such loads.

VII.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) Buyer shall have performed in all material respects all its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Buyer contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

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VII.4 额外购买价款支付条件。买方依照第 1.6(c) 节支付额外购买价款的义务，以满足以下进一步条件为前提：

(ea) 买方已收到所有政府和第三方的许可、批准、同意、授权及协议（统称“批准”），且其形式和内容均令买方合理满意，这些批准是为以下事项所必需：

(i) 按下列期限，将与 Tarbush Property 相关的当前及预期未来电力配额及相关电力权利转让给买方（至 176MW，且未来潜在增加最高可至 300MW）（“电力权利”），且不得有重大减少或限制；

(ii) 建设、互联、通电、运营并维护变电站及相关电力基础设施，以便在 Ground Lease Property 或 Adjacent Property（视适用情况而定）上利用该等电力，用于数据中心的开发和运营，包括但不限于为变电站迁移或建设而可能需要与 Texas-New Mexico Power Company 签订的任何设施扩建协议；以及

(iii) 并网并取得（aA）截至不迟于 ClosingPower Condition Date 的可用配额，即位于 AdjacentTarbush Property 上的 176 MW 的电子电力负荷，但就本小项（aA）而言，该批准可通过 ERCOT 和 Texas-New Mexico Power 出具书面确认来满足，即在 ERCOT 完成正在进行的 Batch Zero 资格核验流程后，无条件确认截至 ClosingPower Condition Date 项目负荷上限为 176MW，以及（bB）如有允许，则根据最终爬坡里程碑，于 300 MW 之前取得未来预期配额最高可达 2029年12月31日，且无需向输电服务提供方提供任何财务担保，以获得系统电力升级批准或使用 176MW 升级。双方均理解，为使买方能够使用该等增加后的电力，与电气连接、线路、变电站、设备、变压器、开关设备、电力分配系统、输电和配电设施、布线、冷却基础设施、建筑物及其他客户侧改良等相关的所有成本、费用及收费，以及所有数据中心基础设施建设开支，均应由买方支付，不构成卖方的责任，且在交割时不得抵扣购买价款，亦不得抵扣额外购买价款。

(b) 所有该等所需批准均应完全有效，并且不得包含任何会在 ClosingPower Condition Date 之前实质性妨碍买方接入并使用位于 Ground Lease Property 或 Adjacent Property 的 176MW 电力、且与买方拟将 Ground Lease Property 或 Adjacent Property 用作数据中心有关的条件或限制。

为避免疑义，卖方不就 ERCOT、TNMP 或任何其他政府机关或公用事业单位施加的任何未来要求作出任何陈述或保证

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VII.4 Conditions to Payment of Additional Purchase Price. The obligation of Buyer to pay the Additional Purchase Price in accordance with Section 1.6(c) is subject to the satisfaction of the following further conditions:

(~~a~~a) Buyer shall have received, in form and substance reasonably satisfactory to Buyer, all governmental and third-party permits, approvals, consents, authorizations and agreements necessary ("Approvals") to:

(i) transfer to Buyer the current and anticipated future electrical power allocation and related power rights associated with the Tarbush Property (to 176MW, with future potential increase up to 300MW) (the "Power Rights"), by the dates set forth below, without material reduction or restriction;

(ii) construct, interconnect, energize, operate and maintain the substation and related electrical infrastructure necessary to utilize such electrical power on the Ground Lease Property or Adjacent Property, as applicable, for the development and operation of a Data Center, including without limitation any facilities extension agreement with Texas-New Mexico Power Company that may be necessary for substation relocation or construction; and

(iii) interconnect and receive (~~a~~A) an available allocation as of not later than the ~~Closing~~Power Condition Date, of 176 MW of ~~electronic~~electric load on the ~~Adjacent~~Tarbush Property~~,~~ provided that for the purposes of this subclause (~~a~~A) such Approval can be satisfied through written confirmation from ERCOT and Texas-New Mexico Power following ERCOT's completion of the ongoing Batch Zero eligibility verification process unconditionally confirming that the project load limit is 176MW as of the ~~Closing~~Power Condition Date, and (~~b~~B) a future anticipated allocation, if any is permitted, pursuant to a final ramp milestone of up to 300 MW by December 31, 2029, without the necessity of posting any financial security to the transmission service provider for system power upgrade approvals or use of the 176MW upgrade~~. All~~, it being understood that all costs, expenses and fees related to electrical connections, lines, substations, equipment, transformers, switchgear, electrical distribution systems, transmission and distribution facilities, cabling, cooling infrastructure, buildings, and other customer-side improvements and the like and all Data Center infrastructure buildout, in order for Buyer to use such increased power, shall be paid by Buyer, shall not be a liability of Seller and shall not be an offset to the Purchase Price at closing~~.~~ or to the Additional Purchase Price.

(b) All such required Approvals shall be in full force and effect and shall not contain any condition or limitation that would materially impair ~~Buyer's~~Buyer's access to and use of 176MW of power at the Ground Lease Property or the Adjacent Property~~,~~ in connection with Buyer's intended use of the Ground Lease Property or Adjacent Property as a Data Center, by the ~~Closing~~Power Condition Date.

For the avoidance of doubt, Seller makes no representation or warranty regarding any future requirements imposed by ERCOT, TNMP, or any other governmental authority or utility

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卖方对于 ERCOT、TNMP 或任何其他政府机关或公用事业机构就任何未来超出 176 MW 的电力扩展所施加的要求，不作任何陈述或保证，包括但不限于任何设施扩建协议、设施扩建协议、互联点迁移、输电或配电系统升级、电容器组、变电站改造、建设费用、保证金、预付款、担保要求、CIAC、最低收入承诺，或与该等潜在增至 300MW 的电力增加相关的任何其他公用事业收费、成本或财务义务。

(f) 自生效日起，未发生任何事件、变化、情况或条件，其已对购买资产、与之相关的公用事业权利，或买方拟将毗邻物业开发或运营为数据中心的用途产生重大不利影响，或合理预期将产生重大不利影响，包括任何重大损毁、征收、公用事业容量损失、重大政府行为或任何被承担合同的重大终止。

(g) 为完成本协议所设想交易所需的全部必要政府批准、许可、授权、同意及备案均已取得或完成，并且均应完全有效。

(h) 完成本协议所设想交易所需的全部重大第三方同意（通过破产法院程序取得者除外）均已取得，并且均应完全有效。

(i) Pyote Agreement（如下定义）项下 Pyote Agreement 的交割应已与本协议项下交割大致同时发生。

VII.3 卖方义务的条件。卖方完成本协议所设想交易的义务，以满足（或由卖方放弃）以下进一步条件为前提：

(a) 买方已在所有重大方面履行其在本协议项下要求于交割日或之前履行的全部义务；且

(b) 本协议所载买方的陈述和保证在交割日当日及截至交割日均真实、正确，如同在交割日当日及截至交割日作出一样。

第八条

终止

VIII.1 终止事由。本协议可在交割前任何时间由以下主体终止：

(a) 卖方与买方书面共同同意；

(b) 买方或卖方任一方在有管辖权法院签发命令，禁止、强制禁止或以其他方式阻止交割完成，或宣布本协议所设想交易违法，且该命令已成为最终的、具有约束力的且不得上诉的情况下；但任何一方不得终止本

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provider as to any future expansion of power beyond 176 MW, including, without limitation, any ~~Facilities Extension Agreement~~facilities extension agreement, relocation of the point of interconnection, transmission or distribution system upgrades, capacitor banks, substation modifications, construction costs, deposits, prepayments, security requirements, CIAC, Minimum Revenue Commitments, or any other utility-imposed fees, costs, or financial obligations associated with such potential increase of power up to 300MW.

~~(f) Since the Effective Date, no event, change, circumstance or condition shall have occurred that has had, or would reasonably be expected to have, a Material Adverse Effect on the Purchased Assets, the utility rights associated therewith, or Buyer's intended use of the Adjacent Property to develop or operate as a Data Center, including any material casualty, condemnation, loss of utility capacity, material governmental action or material termination of any Assumed Contract.~~

~~(g) All necessary governmental approvals, permits, authorizations, consents and filings required for the consummation of the transactions contemplated by this Agreement shall have been obtained or made and shall be in full force and effect.~~

~~(h) All material third party consents required for the consummation of the transactions contemplated by this Agreement (other than those to be obtained through the Bankruptcy Court process) shall have been obtained and shall be in full force and effect.~~

~~(i) The Closing (as defined in the Pyote Agreement) of the Pyote Agreement shall have occurred substantially contemporaneous with the Closing hereunder.~~

~~VII.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Seller) of the following further conditions:~~

~~(a) Buyer shall have performed in all material respects all its obligations hereunder required to be performed by it at, or before, the Closing Date; and~~

~~(b) The representations and warranties of Buyer contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.~~

ARTICLE VIII

TERMINATION

VIII.1 Grounds for Termination. This Agreement may be terminated at any time before Closing by:

(a) mutual written agreement of Seller and Buyer;

(b) either Buyer or Seller, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no Party may terminate this

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如果作出该命令是由于该方未能履行其在本协议项下的任何义务所致，则该方不得依据本条终止本协议；

(c) 买方或卖方，如果交割尚未在2026年【删除：十二月15日】【新增：十一月30日】或【删除：本协议另行规定的或以其他方式】由双方同意的较晚日期（“最终期限日”）当日或之前完成；但如果未能在最终期限日前完成交割系因该方未履行其在本协议项下的任何义务所致，则该方不得依据本第8.1(c)条终止本协议；

(d) 买方，如本协议所列任何重大条件未由卖方满足，或第【删除：VII.2】【新增：7.2】条的条件未得到满足，且该条件无法满足，除非买方选择放弃满足该等条件；

(e) 卖方，如因买方违约而未能依照本协议完成交割，除非卖方选择放弃该等违约；但前提是，除非买方因违反本协议而未能完成交割，卖方无权终止本协议或保留保证金。为避免疑义，如果买方未能完成交割是由于卖方违约、未履行、未满足交割条件或任何其他并非由买方违反本协议所致的情形，则买方有权取回保证金；

(f) 买方，如买方并非拍卖中的中标竞买人或备位竞买人，且卖方与中标竞买人或备位竞买人达成一项竞争性交易；

(g) 买方，如破产案件被驳回，或被转换为破产法第 7 章项下的一个或多个案件，或在破产案件中任命了一名具有扩展权力、可经营或管理卖方财务事务或重组事务的受托人或审查员；

(h) 买方，如卖方撤回或寻求撤回竞标程序/出售动议。

(i) 买方，如发生影响已购资产的重大损害或征收。

【整条删除：(j) 买方，在尽职调查届满日之前的任何时间，如买方自行绝对酌情决定，其对已购资产所作尽职调查的结果因任何原因或无任何原因而不令人满意或不可接受，包括但不限于与已购资产或本协议拟进行的交易有关的状况、权属、运营、价值、财务表现、环境状况、分区、许可、权利、合同、负债、法律要求或任何其他事项。任何该等终止后，诚意金应立即退还给买方，并且除明文规定在终止后继续有效的义务外，双方在本协议项下不再负有任何进一步义务。】

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Agreement under this Section if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) either Buyer or Seller, if the Closing shall not have occurred on or before ~~December 15~~November 30, 2026, or such later date that is ~~provided for herein or otherwise~~ agreed to by the parties (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement;

(d) Buyer, if any material condition set forth in this Agreement has not been satisfied by Seller or if the conditions of Section ~~VII.2~~7.2 have not been satisfied, and such condition is incapable of being satisfied, unless Buyer elects to waive such satisfaction;

(e) Seller, if Buyer fails to consummate the Closing in accordance with this Agreement due to Buyer's default, unless Seller elects to waive such default; provided, however, that Seller shall not be entitled to terminate this Agreement or retain the Deposit unless Buyer has failed to consummate the Closing as a result of Buyer's default under this Agreement. For the avoidance of doubt, Buyer shall be entitled to the return of the Deposit if Buyer's failure to consummate the Closing is due to Seller's breach, failure to perform, failure to satisfy a condition to Closing, or any other circumstance not caused by Buyer's default under this Agreement;

(f) Buyer, if Buyer is not the successful bidder or the backup bidder at the Auction and Seller enters into a Competing Transaction with the successful bidder or the backup bidder;

(g) Buyer, if the Bankruptcy Case is dismissed or converted to a case or cases under chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller is appointed in the Bankruptcy Case;

(h) Buyer if Seller withdraws or seeks authority to withdraw the Bidding Procedures/Sale Motion.

(i) Buyer, upon the occurrence of a material casualty or condemnation affecting the Purchased Assets.

~~(j) Buyer, at any time prior to the expiration of the Due Diligence Expiration Date, if Buyer determines, in its sole and absolute discretion, that the results of its due diligence investigation of the Purchased Assets are unsatisfactory or unacceptable for any reason or no reason, including, without limitation, matters relating to the condition, title, operation, value, financial performance, environmental condition, zoning, permits, entitlements, contracts, liabilities, legal requirements or any other matter affecting the Purchased Assets or the transactions contemplated hereby. Upon any such termination, the Good Faith Deposit shall be promptly returned to Buyer, and neither party shall have any further obligations under this Agreement except for those obligations that expressly survive termination.~~

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欲根据本节终止本协议的一方，应依照本文所载通知条款向另一方发出该等终止通知。
尽管有上述规定，除卖方依第 VIII.18.1(e) 节终止本协议的情形外，买方有权全额收回诚意金，且卖方无权保留、抵扣或以其他方式主张诚意金的任何部分。

VIII.2 终止的效力。

(a) 如本协议依第
VIII.18.1(d) 节由买方终止，则买方有权在该等终止后三 (3) 个营业日Business Days内收回诚意金（含利息）。

(b) 如本协议依第
VIII.18.1(e) 节由卖方终止，则买方应没收诚意金，且该诚意金应作为约定损害赔偿归于卖方遗产。

(c) 如本协议依第 VIII.18.1 的任何其他小节终止，则该等终止不使本协议任何一方对另一方承担责任，且诚意金（含利息）应于该等终止后三 (3) 个营业日Business Days内返还给买方。

第 IX 条

卖方待履行合同的承担

IX.1 已承担合同。买方应单独负责，并应在交割时或交割前支付或促使支付与已承担合同有关的全部补救成本。除非在附件
“B”中明示列明，买方无义务支付任何补救成本。卖方声明并保证，附件“B”载明了每一项已承担合同的全部已知补救成本的完整且准确清单。

第 X 条

其他事项

X.1 进一步保证。于交割日后，各方应签署并交付在合理必要范围内所需的进一步文件，并采取合理必要的行为，以按照本协议所载条款将所购资产转移并转让给买方，并在其他方面遵守本协议条款并完成本协议所规定的交易。

X.2 通知。本协议项下致任何一方的所有通知、请求及其他通信均应采用书面形式，通过电子邮件传送，并应送达：

致卖方：Lonestar Dream Inc. and Lonestar Taproot LLC
收件人：Michael DuFrayne，CRO

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The Party desiring to terminate this Agreement under this section shall give notice of such termination to the other Party in accordance with the notice provisions herein. Notwithstanding the foregoing, except in connection with a termination of this Agreement by Seller pursuant to Section ~~VIII.1~~8.1(e), Buyer shall be entitled to receive the Good Faith Deposit in full, and Seller shall have no right to retain, apply or otherwise claim any portion of the Good Faith Deposit.

VIII.2 Effect of Termination.

(a) If this Agreement is terminated by Buyer in accordance with Section ~~VIII.1~~8.1(d), Buyer shall be entitled to the return of the Good Faith Deposit (with interest) within three (3) ~~business days~~Business Days of such termination.

(b) If this Agreement is terminated by Seller in accordance with Section ~~VIII.1~~8.1(e), Buyer shall forfeit the Good Faith Deposit and the Good Faith Deposit shall become property of Seller's Estate as liquidated damages.

(c) If this Agreement is terminated in accordance with any other subsection of Section ~~VIII.1~~8.1, such termination shall be without liability of any Party to the other Party to this Agreement, and the Good Faith Deposit (with interest) shall be returned to Buyer within three (3) ~~business days~~Business Days of such termination.

ARTICLE IX

ASSUMPTION OF EXECUTORY CONTRACTS OF THE SELLER

IX.1 Assumed Contracts. Buyer shall be solely responsible for and shall pay or cause to be paid at or prior to Closing, all Cure Costs related to the Assumed Contracts. Buyer shall have no obligation to pay any Cure Costs except to the extent expressly set forth on **Exhibit "B"**. Seller represents and warrants that **Exhibit "B"** sets forth a complete and accurate list of all known Cure Costs for each Assumed Contract.

ARTICLE X

MISCELLANEOUS

X.1 Further Assurances. After the Closing Date, each Party shall execute and deliver such further documents, and perform such acts, as may be reasonably necessary to transfer and convey the Purchased Assets to Buyer on the terms contained herein, and to otherwise comply with the terms of this Agreement and to carry out the transactions provided for herein.

X.2 Notices. All notices, requests, and other communications to any Party hereunder shall be in writing, via e-mail transmission, and shall be given:

If to Seller, to: Lonestar Dream Inc. and Lonestar Taproot LLC
Attn: Michael DuFrayne, CRO

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（mdufrayne@dufraynellc.com）

抄送：Stephen M. Packman, Esq.
（spackman@archerlaw.com）

如致买方，收件人：Jimmy Martini：CES Acquisitions LLC
收件人：Nader Pakfar，总法律顾问，房地产
（npakfar@crusoe.ai）

Hut 8 Corp.
777 Brickell Ave, 第2层
Miami, FL 33131
（jimmy.martini@hut8.com）
抄送：Andrew M. CartyElkins Kalt Weintraub Reuben Gartside LLP
收件人：Michael I. Gottfried, Esq.
（mgottfried@elkinskalt.com）以及 Brown Rudnick LLP
Seven Times Square
New York, NY 10036
（acarty@brownrudnickCole F. Nicholas, Esq.
（cnicholas@elkinskalt.com）

所有此类通知、请求及其他通讯，如在收件地时间下午5:00点前收到且该日为收件地的营业日，则视为于收件人收到之日收到。否则，任何此类通知、请求或通讯均视为直至收件地的下一营业日方才收到。

X.3 整批销售法。各方特此放弃遵守任何司法辖区的整批销售、整批转让或类似法律中可能在其他情况下适用于向买方出售全部或任何已购资产的规定。

X.4 费用。除非本文另有规定，各方应自行承担与本协议及本协议所预期交易相关的各项费用，包括但不限于任何法律、会计及其他专业费用，无论本协议所预期的交易是否最终完成。

X.5 弃权。任何一方未行使或迟延行使本文项下任何权利、权力或特权，不构成对该等权利、权力或特权的放弃；任何单独或部分行使亦不妨碍对任何其他或进一步的行使，或对任何其他权利、权力或特权的行使。本文所规定的权利和救济为累积性的，并不排除法律所提供的任何权利或救济。

X.6 继受人及受让人。 本协议的条款对双方及其各自的继受人和受让人具有约束力，并使其受益。尽管本文有任何相反规定，买方有权在其自行且绝对酌情决定并且无需事先获得卖方同意的情况下，将本协议及其在本协议项下的权利和义务全部或部分转让给买方的一家或多家关联方，或转让给一家或多家拟由此完成本协议所设想交易而设立的实体；但前提是，该等转让不得解除买方在本协议项下的义务。未经买方事先书面同意，卖方不得全部或部分转让本协议或其在本协议项下的权利。

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(mdufrayne@dufraynellc.com)

With a copy to: Stephen M. Packman, Esq.
(spackman@archerlaw.com)

If to Buyer, to ~~Attn: Jimmy Martini~~; CES Acquisitions LLC
Attn: Nader Pakfar, General Counsel, Real Estate
(npakfar@crusoe.ai)

~~Hut 8 Corp.~~
~~777 Brickell Ave, Floor 2~~
~~Miami, FL 33131~~
~~(jimmy.martini@hut8.com)~~

With a copy to: ~~Andrew M. Carty~~Elkins Kalt Weintraub Reuben Gartside LLP
Attn: Michael I. Gottfried, Esq.
(mgottfried@elkinskalt.com) and
~~Brown Rudnick LLP~~
~~Seven Times Square~~
~~New York, NY 10036~~
~~(acarty@brownrudnick~~Cole F. Nicholas, Esq.
(cnicholas@elkinskalt.com)

All such notices, requests, and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a ~~business day~~Business Day in the place of receipt. Otherwise, any such notice, request, or communication shall be deemed not to have been received until the next succeeding ~~business day~~Business Day in the place of receipt.

X.3 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

X.4 Expenses. Except as otherwise provided herein, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal, accounting and other professional fees, whether or not the transactions contemplated hereby are consummated.

X.5 Waivers. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

X.6 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding anything to the contrary herein, Buyer shall have the right, in its sole and absolute discretion and without the prior consent of Seller, to assign this Agreement, and its rights and obligations hereunder, in whole or in part, to one or more affiliates of Buyer or to one

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X.7 风险承担。卖方同意承担于向买方转移其所有权之日或之前发生的购买资产灭失或损坏风险。在转移之前，如构成设备的任何购买资产的任何部分已遭重大损坏、灭失或毁坏，或已不再处于良好工作状态，且发生了对购买资产产生重大影响的征收，则卖方应将该事实通知买方，且买方可以选择：(i) 接受因该等毁坏、损坏、灭失或征收而应支付的全部保险或征收补偿款以及卖方应承担的任何免赔额；或 (ii) 同意按灭失、损坏或毁坏的购买资产经双方当前商定的价值相应减少购买价款；或 (iii) 终止本协议并立即收回诚信押金（含利息）。

X.8 适用法律。本协议应依纽约州法律予以解释、履行和执行，并受其管辖，但不适用其冲突法原则）中会导致适用纽约州以外任何法域法律的部分（无论是纽约州还是任何其他法域），但该等法律被《破产法典》取代的范围除外。本协议双方不可撤销地选择破产法院作为因本协议引起或与之相关之任何事项的唯一司法审理论坛，并同意该等事项受其专属管辖，并放弃就此进行陪审团审判的任何权利。

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X.9 整体协议；修订；副本。本协议就本协议标的事项构成双方之间的完整协议，且仅可由卖方和买方以书面形式签署后予以修订。本协议可签署多份副本，每一份均构成正本，且各份合并起来构成同一份文件。当本协议双方已收到对方签署的本协议副本时，本协议即生效。

X.10 题注；标题；解释。本文中的题注仅为方便查阅而列示，在解释或解读本协议时应予忽略。本协议所含标题仅为方便起见，绝无意用于描述、解释、界定或限制本协议的范围、广度或意图。
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or more designees (including, without limitation, any entity formed for the purpose of consummating the transactions contemplated hereby); provided, however, that such assignment shall not release Buyer from its obligations hereunder. Seller may not assign, in whole or in part, this Agreement or its rights hereunder without the prior written consent of Buyer.

X.7 Assumption of Risk. Seller agrees to assume the risk of loss or damage to the Purchased Assets occurring on or before the date on which title thereof is conveyed to Buyer. If, prior to its conveyance, any part of the Purchased Assets which constitutes Equipment has been substantially damaged, lost or destroyed, or is no longer in good-working order and if there has been a material condemnation affecting the Purchased Assets, Seller shall notify Buyer of such fact and Buyer may elect to either (i) accept all insurance or condemnation proceeds payable as a result of such destruction, damage or, loss or condemnation and any deductible due from Seller or, (ii) agree to a reduction of the Purchase Price by the current mutually agreed value of the lost, damaged or destroyed Purchased Asset, or (iii) terminate this Agreement and receive the prompt return of the Good Faith Deposit (with interest).

X.8 Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of State of New York, without giving effect to the principles of conflicts of laws thereof) (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, except to the extent that such laws are superseded by the Bankruptcy Code. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court and waive any right to a jury trial regarding the same.

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR ANY ASSIGNEE THEREOF, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE.

X.9 Entire Agreement; Amendments; Counterparts. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by in writing, executed by Seller and Buyer. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties hereto shall have received a counterpart hereof signed by the other Party hereto.

X.10 Captions; Headings; Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly

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X.11 对各方具有约束力。本协议的条款和条件对各方及其各自的继承人、遗嘱执行人、继受人以及获准受让人具有约束力，并使其受益。

X.12 可分割性。除非本文另有规定，如本协议任何条款被有管辖权的法院认定为不可执行，则该条款应自动予以重述并解释为在法律或衡平法允许的最大范围内有效、可操作且可执行，同时保留其原始意图。本协议任何部分或条款的无效，不应导致本协议其余部分无效。

X.13 保留管辖权。任何及所有与本协议最终完成和执行有关的争议、分歧、解释或其他事项，均应且将继续由破产法院专属管辖，因此，任何诉状、诉因或其他救济请求均必须由寻求该等救济的一方提交至该法院。

X.14 DBR事项。买方承认破产法院在破产案件中就债务人与 DBR Land, LLC 之间签发的约定及同意命令（“DBR和解命令”）。在交割时，买方应签署并向卖方交付一份赔偿协议，该协议实质上应与卖方与 Thor CALAP LLC 于2026年8月24日签署的《第一份修订资产购买协议》附件 A 所附买方赔偿协议一致，并已作相应调整以指向买方及本协议（“赔偿协议”）；且买方同意将该赔偿协议纳入出售批准令，如 DBR 和解命令第6段所要求。前提是，出售批准令除赔偿协议以及 DBR 和解命令第4和第6段外，不得对买方就 DBR Land, LLC 或 Delaware Basin Ranches Inc. 施加任何义务；并且进一步前提是，在 DBR Land, LLC 以书面形式同意（无论系与地面租赁有关还是其他情况）任何购买资产可留在地面租赁财产上的范围内，买方无义务移除该等购买资产或恢复其所在的 Tarbush 财产部分。卖方应尽商业上合理努力，在交割前向买方交付一份由 Delaware Basin Ranches Inc. 签署并致送买方的无异议证明，其形式基本上应与该《第一份修订资产购买协议》附件 B 一致。本第10.14条在交割后继续有效。

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by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

X.11 Parties Bound. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, successors, and permitted assigns.

X.12 Severability. Except as otherwise provided herein, if any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part or provision of this Agreement shall not render the remainder of this Agreement invalid.

X.13 Retention of Jurisdiction. ANY AND ALL DISPUTES, DISAGREEMENTS, INTERPRETATIONS, OR OTHER MATTERS CONCERNING THE FINAL CONSUMMATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE AND REMAIN IN THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, AS A RESULT THEREOF, ANY PLEADINGS, CAUSES OF ACTION OR OTHER REQUESTS FOR RELIEF MUST BE BROUGHT BEFORE SAID COURT BY THE PARTY SEEKING SUCH RELIEF.

X.14 DBR Matters. Buyer acknowledges the Stipulation and Agreed Order between the Debtors and DBR Land, LLC entered by the Bankruptcy Court in the Bankruptcy Case (the "DBR Settlement Order"). At the Closing, Buyer shall execute and deliver to Sellers an indemnity agreement substantially in the form of the Indemnity Agreement of Buyer attached as Exhibit "A" to the First Amended Asset Purchase Agreement (Tarbush) dated August 24, 2026 between Sellers and Thor CALAP LLC, conformed to refer to Buyer and this Agreement (the "Indemnity Agreement"), and Buyer consents to the inclusion of the Indemnity Agreement in the Sale Approval Order as required by paragraph 6 of the DBR Settlement Order; *provided* that the Sale Approval Order shall impose no obligation on Buyer in favor of DBR Land, LLC or Delaware Basin Ranches Inc. other than the Indemnity Agreement and paragraphs 4 and 6 of the DBR Settlement Order; and provided further that, to the extent DBR Land, LLC agrees in writing (whether in connection with the Ground Lease or otherwise) that any Purchased Assets may remain on the Ground Lease Property, Buyer shall have no obligation to remove such Purchased Assets or to restore the portions of the Tarbush Property on which they are located. Sellers shall use commercially reasonable efforts to deliver to Buyer prior to the Closing an estoppel certificate executed by Delaware Basin Ranches Inc. and addressed to Buyer, substantially in the form of Exhibit "B" to such First Amended Asset Purchase Agreement. This Section 10.14 shall survive the Closing.

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X.14 [买方同意本协议所附作为附件“H”的第一份修订资产购买协议的条款和条件。] 兹证明，双方已于上文首次所写日期正式签署本协议，且该日期即生效日。

卖方：

Lonestar Dream IncLONESTAR DREAM INC.
签署：

_____

_____
姓名：Kevin Pan
职务：首席执行官

卖方：

Lonestar TaprootLONESTAR TAPROOT LLC

签署：

_____

_____
姓名：Kevin Pan，首席执行官
职务：Lonestar Dream Inc. 首席执行官，Lonestar Taproot LLC 唯一成员

买方：RAPTOR BASIN

CES ACQUISITIONS LLC

签署：

_____

_____
姓名：Nader Pakfar
职务：总法律顾问，房地产

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~~X.14 [Buyer agrees to the terms and conditions of the first amended asset purchase agreement annexed hereto as Exhibit "H."]~~ **IN WITNESS WHEREOF**, the Parties have ~~duly~~ executed this Agreement as of the ~~date first written above~~Effective Date.

~~**SELLER**~~**SELLERS:**

~~**Lonestar Dream Inc**~~LONESTAR DREAM INC.
By: _____

Name: ~~Kevin Pan~~
Title: ~~CEO~~
~~**SELLER:**~~

~~**Lonestar Taproot**~~**LONESTAR TAPROOT LLC**

By: _____

Name: ~~Kevin Pan, CEO~~
Title: ~~CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC~~

BUYER: ~~**RAPTOR BASIN**~~

CES ACQUISITIONS LLC

By: _____

Name: Nader Pakfar
Title: General Counsel, Real Estate

~~4926-3188-8852, v. 2~~4921-8022-7027, v. 6

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附录 I

若干定义

“替代交易”系指在法院和本协议条款及条件的约束下，向高于买方出价的更高竞标者进行的经批准的出售。

“拍卖”系指在按照竞标程序提交更高且更优出价时由卖方举行的拍卖。

“竞标”“竞标截止日”“委员会”“合格出价”“合格竞标者”“领投方 APA”“领投竞标者”和“中标人”分别具有竞标程序中赋予该等术语的含义。

“竞标程序”系指依据并附于竞标程序命令的、管理拟对已购买资产进行营销、拍卖及竞价的程序。

“竞标程序/出售动议”系指请求作出以下命令的动议：(i) 竞标程序命令；以及 (ii) 出售批准命令，其形式和实质内容应使买方在合理上满意。

“竞标程序命令”系指破产法院批准竞标程序的命令，该命令应包括对破局费和费用补偿的批准，并且其形式和实质内容应在买方合理酌情下可接受，且至少应包括惯常的竞标保护，包括：(i) 初始加价金额不低于破局费、费用补偿以及双方同意的初始加价增量之和；(ii) 后续最低加价增量由双方同意；(iii) 任何竞争竞标者须符合“合格竞标者”的要求（包括提交对 APA 的具约束力修订稿，且不得少于任何条款或条件，提供足以完成交割的财务能力证明，以及至少等同于善意保证金的不可退还保证金）；(iv) 对任何存在有争议留置权的一方进行信用竞价的限制；(v) 在与竞争竞标者的任何替代交易交割时支付破局费和费用补偿；以及 (vi) 买方可能合理要求的其他惯常领投方保护。(I) 批准对债务人几乎全部资产出售的竞标程序，(II) 授权债务人指定领投竞标者，(III) 安排拍卖并批准其通知的形式和方式，(IV) 批准对指定执行合同和未到期租约的承担与转让或拒绝的程序，(V) 安排出售听证并批准其通知的形式和方式，以及 (VI) 给予相关救济，由破产法院于2026年8月17日作出。

“营业日”系指不是星期六、星期日，亦不是纽约州纽约市的银行机构无需营业的任何一天。

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ANNEX I

CERTAIN DEFINITIONS

"Alternative Transaction" means an approved sale to a higher bidder other than Buyer subject to the terms and conditions of the Agreement and Court.

"Auction" means an auction to be held by the Seller in the event higher and better bids are submitted in accordance with the Bidding Procedures.

"Bid", "Bid Deadline", "Committee", "Qualified Bid", "Qualified Bidder", "Stalking Horse APA", "Stalking Horse Bidder" and "Winning Bidder" have the respective meanings ascribed to such terms in the Bidding Procedures.

"Bidding Procedures" means the procedures governing the proposed marketing of, auction of, and bidding for the Purchased Assets pursuant, and attached, to the Bidding Procedures Order.

"Bidding Procedures/Sale Motion" means the motion seeking entry of (i) the Bidding Procedures Order and (ii) Sale Approval Order, which shall be in form and substance reasonably satisfactory to Buyer.

"Bidding Procedures Order" means ~~an~~the Order ~~of the Bankruptcy Court approving the Bidding Procedures, which shall include approval of the Breakup Fee and Expense Reimbursement., and which shall be in form and substance acceptable to Buyer in its reasonable discretion and shall include, at a minimum, customary bid protections, including: (i) a minimum initial overbid in an amount equal to the sum of the Breakup Fee, Expense Reimbursement and an initial overbid increment to be agreed by the parties; (ii) minimum subsequent overbid increments to be agreed by the parties; (iii) requirements that any competing bidder qualify as a "Qualified Bidder" (including delivery of a binding mark up of the APA with no fewer terms or conditions, proof of financial wherewithal to close, and a non-refundable deposit at least equal to the Good Faith Deposit); (iv) restrictions on credit bidding by any party with disputed liens; (v) payment of the Breakup Fee and Expense Reimbursement on the closing of any alternative transaction with a competing bidder; and (vi) such other customary stalking horse protections as Buyer may reasonably require.~~(I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Designate the Stalking Horse Bidder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Procedures for the Assumption and Assignment of or Rejection of Designated Executory Contracts and Unexpired Leases, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief entered by the Bankruptcy Court on August 17, 2026.

"Business Day" means any day that is not a Saturday, Sunday, or a day on which banking institutions in New York, New York are not required to be open.

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“索赔”系指任何索赔、请求、评定、判决、命令、法令、诉讼、诉因、诉讼、争议、调查或其他程序。

“竞争交易”系指与一名竞标者进行的交易，该竞标者就已购买资产向卖方提出了高于且优于卖方向卖方买方提出的购买价格，而该更高且更优的出价已获破产法院命令批准。

“补救成本”系指为补救根据《破产法》第365条第(1)款要求补救的任何金钱违约，或为根据《破产法》使债务人承担并转让给买方被承担合同而应支付的全部金额。

“数据中心”系指预期全部或部分用于容纳、供电、冷却、互连或运行计算、数据处理、数据存储、网络、通信或类似信息技术或电子设备的任何设施，用于高性能计算、人工智能、机器学习、云、托管或共址业务；为免疑义，此类设施中主要用于挖掘比特币或其他加密货币、数字资产、代币或类似基于区块链资产的设施不包括在内。

“债务人”系指 Lonestar Dream, Inc. 和 Lonestar Taproot LLC。

“财产”系指卖方在破产案件中于申请日拥有的全部资产、权利和利益所构成的破产财产。

“最终命令”系指其效力或作用未被暂停的命令或判决，并且就该命令或判决（或其任何修订、修改或更正）而言，提起上诉、寻求复审或重新听审的期限已经届满，且未就其提起任何上诉、复审申请或重新辩论动议，且该等事项未悬而待决。

“政府实体”系指任何联邦、州、地方或外国的政治分支、法院、行政机构、董事会、局、委员会、部门或其他政府机关或公共机构。

“法律”系指任何政府实体的任何法律、法规、条约、规则、指令、规章或命令。

“责任”系指任何责任或义务，无论已知或未知，已主张或未主张，绝对或或有，已发生或未发生，已确定金额或未确定金额，无论是否到期或将到期，以及无论何时主张。

“重大不利影响”系指单独或合并而言，(a) 已对已购买资产产生，或可合理预期会对已购买资产产生重大不利影响的任何事件、变化、情形、发生、影响、发展或事实状态；或 (b) 可合理预期会阻止、重大延迟或重大妨碍卖方完成本协议所设想交易的能力的任何事件、变化、情形、发生、影响、发展或事实状态；但以下任何事项单独或合并均不应被视为构成重大不利影响，或在判断是否存在重大不利影响时予以考虑：(i) 一般经济、

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"Claim" means any claim, demand, assessment, judgment, order, decree, action, cause of action, litigation, suit, investigation, or other Proceeding.

"Competing Transaction" shall mean a transaction with a bidder who has offered Seller a higher and better purchase price for the Purchased Assets to that offered by ~~Seller~~Buyer, which higher and better bid is approved by order of the Bankruptcy Court.

"Cure Costs" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by Debtor and assignment to Buyer of the Assumed Contracts.

"Data Center" means any facility that is intended to be used, in whole or in part, for the housing, powering, cooling, interconnection or operation of computing, data processing, data storage, networking, telecommunications or similar information technology or electronic equipment, for high-performance computing, artificial intelligence, machine learning, cloud, hosting or colocation operations, which shall, for the avoidance of doubt, exclude such a facility operated primarily for the purposes of mining Bitcoin or other cryptocurrencies, digital assets, tokens or similar blockchain-based assets.

"Debtor" means Lonestar Dream, Inc. and Lonestar Taproot LLC.

"Estate" shall mean the Seller's bankruptcy estate consisting of all assets, rights and interests of the Debtor on the Petition Date in the Bankruptcy Case.

"Final Order" means an order or judgment, the operation or effect of which is not stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

"Governmental Entity" means any federal, state, local or foreign political subdivision, court, administrative agency, board, bureau, commission, or department or other governmental authority or instrumentality.

"Law" means any law, statute, treaty, rule, directive, or regulation or Order of any Governmental Entity.

"Liability" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, regardless of when asserted.

"Material Adverse Effect" means any event, change, circumstance, occurrence, effect, development or state of facts that, individually or in the aggregate, (a) has had, or would reasonably be expected to have, a material adverse effect on the Purchased Assets or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of Seller to consummate the transactions contemplated by this Agreement; provided, however, that none of the following, alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect: (i) changes in general economic,

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监管或政治状况，或总体金融、信贷或证券市场状况（包括利率或汇率变动）；(ii) 一般影响业务所处行业的变化；(iii) 法律或 GAAP（或其权威解释）的变化；(iv) 任何自然灾害、不可抗力、流行病、全球大流行病或疾病爆发；(v) 任何恐怖主义、破坏、网络攻击、军事行动或战争行为；或 (vi) 本协议或破产案件所设想交易的公告或待决情况；但前提是，就第 (i) 至 (v) 项所述的任何事件、变化、情形、发生、影响、发展或事实状态，在判断是否已发生重大不利影响时，若该事件、变化、情形、发生、影响、发展或事实状态对已购买资产产生不成比例的不利影响，则可予以考虑。

“命令”系指任何政府实体或仲裁员的判决、令状、法令、履行协议、禁令、规则、裁决、和解协议或命令。

“许可”系指从政府实体取得或被要求取得的全部许可、执照、授权、登记、特许、批准、证明、变通许可及类似权利。

“程序”系指由任何法院或其他政府实体或任何仲裁员或仲裁庭提起、提出、进行或审理的任何诉讼、案件、诉讼、仲裁、程序（包括任何民事、刑事、行政、调查或上诉程序）、听证、审计、检查或调查，或以其他方式涉及任何法院或其他政府实体或任何仲裁员或仲裁庭的任何事项。

“人”应作广义解释，并包括个人、合伙、公司、有限责任公司、协会、股份公司、信托、合资企业、非法人组织，或包括政府实体在内的其他实体（或其任何部门、机构或政治分支）。

“Pyote 协议”系指截至2026年9月21日即本日，由 LONESTAR DREAM INC.（特拉华州公司，作为卖方）和 LONESTAR TAPROOT LLC（特拉华州有限责任公司，作为卖方）与 MESQUITE FALCON LLC（特拉华州有限责任公司，作为买方）之间签订的某项资产购买协议，并且该协议在实质上与本协议同时签署。

“税”或“税项”系指任何种类的联邦、州、地方或外国的所得税、总收入税、许可税、工资税、雇佣税、消费税、离职税、印花税、职业税、溢价税、意外利润税、环境税、关税、资本股税、特许经营税、利润税、预扣税、社会保障税（或类似税）、失业税、残疾税、不动产税、动产税、销售税、使用税、转让税、登记税、增值税、替代性或附加最低税、预估税或其他任何性质的税，以及任何相关利息、罚金或附加税项，无论是否存在争议。

“纳税申报表”系指与税项有关的任何申报表、申报声明、报告、退税请求或信息申报表或声明，包括其附表或附件，以及任何修订件。

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regulatory or political conditions or the financial, credit or securities markets in general (including changes in interest rates or exchange rates); (ii) changes generally affecting the industry in which the Business operates; (iii) changes in Law or GAAP (or authoritative interpretations thereof); (iv) any natural disaster, act of God, epidemic, pandemic or disease outbreak; (v) any act of terrorism, sabotage, cyberattack, military action or war; or (vi) the announcement or pendency of the transactions contemplated by this Agreement or the Bankruptcy Case; provided, further, that any event, change, circumstance, occurrence, effect, development or state of facts referred to in clauses (i) through (v) may be taken into account in determining whether a Material Adverse Effect has occurred to the extent such event, change, circumstance, occurrence, effect, development or state of facts has a disproportionate adverse effect on the Purchased Assets.

"Orders" means judgments, writs, decrees, compliance agreements, injunctions, rules, awards, settlement agreements, or orders of any Governmental Entity or arbitrator.

"Permits" means all permits, licenses, authorizations, registrations, franchises, approvals, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Entities.

"Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination, or investigation commenced, brought, conducted, or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

"Person" shall be construed broadly and shall include an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or another entity including a Governmental Entity (or any department, agency, or political subdivision thereof).

"Pyote Agreement" means that certain ~~Aset~~Asset Purchase Agreement, dated as of ~~September 21, 2026~~the date hereof, by and between LONESTAR DREAM INC., a Delaware corporation, as seller, and LONESTAR TAPROOT LLC, a Delaware limited liability company, as seller, and ~~MESQUITE FALCON LLC, a Delaware limited liability company~~Buyer, as buyer, executed substantially contemporaneous herewith.

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

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“出售批准令”系指破产法院作出的、在形式和实质上令买方满意的命令，且除其他外：(a) 批准 (i) 本协议以及债务人对本协议及本协议所设想的其他文书和协议的签署、交付及履行；(ii) 将购买资产出售给买方，且该等资产不附带任何留置权；
(iii) 按照本协议所述条款将待承接合同转让并由买方承接；以及 (b) 认定买方为善意购买人。

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4926-3188-8852, v. 24921-8022-7027, v. 6

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"Sale Approval Order" means an order of the Bankruptcy Court in form and substance acceptable to Buyer, *inter alia*, (a) approving (i) this Agreement and the execution, delivery, and performance by Debtor of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale of the Purchased Assets to Buyer free and clear of all Liens; (iii) the assumption and assignment to Buyer of the Assumed Contracts on the terms set forth herein; and (b) determining that Buyer is a good faith purchaser.

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附件A 购入资产

资产编号 实体 总账账户 发票地点 服务中 文档编号 供应商名称 资产描述
日期
F004 Lonestar 家具及 08/21/2024 08/21/2024 Fucheng Huaying Steel 移动房屋
Taproot 固定装置 集成
住房公司。
F005 Lonestar 家具及 08/21/2024 08/21/2024 Fucheng Huaying Steel 移动房屋
Taproot 固定装置 集成
住房公司。
V003 Lonestar 车辆 07/11/2023 08/01/2023 Silverado Ram Country Fort 2015 Chevrolet 白色
Dream Dream Stockton Silverado15 序列号：
3GCPCREC0FG222815
LI002 Lonestar 土地 06/01/2022 09/01/2022 25308Tarbush All State Fence 6'11 规格链环围栏
Taproot 改良工程 公司围栏，安装有三
道带刺铁丝
Tarbush
LI004 Lonestar 土地 07/31/2022 09/01/2022 1001Tarbush Blue Bison 输水管线项目
Taproot 改良工程 Industrial Contractors & Materials
Services, LLC Tarbush
LI005 Lonestar 土地 05/05/2022 09/01/2022 522001 Boland 田地 ROW 播种
Taproot 改良工程 Services LLC
LI006 Lonestar 土地 07/22/2022 09/01/2022 51612Tarbush Bullseye 田地 100 吨河卵石
Taproot 改良工程 Services LLC 砾石工程

LI008 Lonestar 土地 12/31/2021 09/01/2022 2130-002 Charis Charis 工程 土木、
Taproot 改良工程 Engineering, LLC 机械及电气
设计
LI009 Lonestar 土地 08/31/2022 09/01/2022 INV0024174 DBR Land LLC 损害 Caliche 沉降
Taproot 改良工程 付款
LI012 Lonestar 土地 04/18/2022 09/01/2022 变更单 3 Westwood 增加
80'x150x 垫，适用于 Taproot 改良工程 Transport, LLC. 坡道 Tarbush
LI015 Lonestar 土地 07/01/2022 09/01/2022 1246 Westwood 50 车载一车 Peagravel
Taproot 改良工程 Transport, LLC. 交付及铺展，使用反铲挖掘机
LI016 Lonestar 土地 08/03/2023 09/01/2022 4529 Chatos Aggregate 拖运至 25 一车砾石
Taproot 改良工程 Hauling, LLC 围绕 GDA 的蚁丘
LI017 Lonestar 土地 02/28/2022 09/01/2022 86442 与 86937 DBR 工程 工程用于电力
Taproot 改良工程 Consultants, Inc. 配电及连接，自公司馈线
线路至 72 矿山
系统

BD008 Lonestar Land 05/04/2022 09/01/2022 Chge Order Westwood 12 Lights Poles Tarbush
Taproot Improvements 4Tarbush Transport, LLC.
AIR140 Lonestar Land 06/02/2022 09/01/2022 08Tarbush West Tex Field 12 Lights Poles & Sitting 22
Taproot Improvements Services, LLC Transformers
R001 Lonestar Right of Use 12/02/2021 08/01/2022 DBR Land LLC Pecos Tarbush Land Lease
Taproot Asset 20 Years
BD003 Lonestar Buildings 03/31/2022 09/01/2022 ICJE4 Lonestar Dream Chao Suan Tarbush Site 3D
Taproot Inc. Model

TF002 Lonestar Transformers 09/30/2021 09/01/2022 YJ0001200004- Jiangsu Huapeng Jiangsu Huapeng
193MVA,
Taproot 20210920 Transformer Co., 3P, 60HZ
LTD.

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EXHIBIT A

Purchased Assets

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
F004	Lonestar Taproot	Furniture & Fixtures	08/21/2024	08/21/2024		Fucheng Huaying Integrated Housing CO.	Steel Mobile Home
F005	Lonestar Taproot	Furniture & Fixtures	08/21/2024	08/21/2024		Fucheng Huaying Integrated Housing CO.	Steel Mobile Home
V003	Lonestar Dream	Vehicles Dream	07/11/2023	08/01/2023	Silverado	Ram Country Fort Stockton	2015 Chevrolet White Silverado15 Serial #: 3GCPCREC0FG222815
LI002	Lonestar Taproot	Land Improvements	06/01/2022	09/01/2022	25308Tarbush	All State Fence Company	6'11 Gauge Chain Link Fence Installed with Three Strands of Barbed Wire Tarbush
LI004	Lonestar Taproot	Land Improvements	07/31/2022	09/01/2022	1001Tarbush	Blue Bison Industrial Services, LLC	Water Line Project Contractors & Materials Tarbush
LI005	Lonestar Taproot	Land Improvements	05/05/2022	09/01/2022	522001	Boland Field Services LLC	ROW Seeding
LI006	Lonestar Taproot	Land Improvements	07/22/2022	09/01/2022	51612Tarbush	Bullseye Field Services LLC	100 Tons of River Rock Gravel Work
LI008	Lonestar Taproot	Land Improvements	12/31/2021	09/01/2022	2130-002	Charis Engineering, LLC	Charis Engineering Civil, Mechanical, and Electrical Design
LI009	Lonestar Taproot	Land Improvements	08/31/2022	09/01/2022	INV0024174	DBR Land LLC	Damages Caliche Settlement Payment
LI012	Lonestar Taproot	Land Improvements	04/18/2022	09/01/2022	Change Order 3	Westwood Transport, LLC.	Add 80'x150x Pad with Ramps Tarbush
LI015	Lonestar Taproot	Land Improvements	07/01/2022	09/01/2022	1246	Westwood Transport, LLC.	50 Loads of Peagravel Delivery & Spread with Backhoe
LI016	Lonestar Taproot	Land Improvements	08/03/2023	09/01/2022	4529	Chatos Aggregate Hauling, LLC	To Haul 25 Loads of Gravel Around the Antboxes GDA
LI017	Lonestar Taproot	Land Improvements	02/28/2022	09/01/2022	86442 & 86937	DBR Engineering Consultants, Inc.	Engineering for Power Distribution & Connection from Company's Feeder Line to 72 Sets Mining System
BD008	Lonestar Taproot	Land Improvements	05/04/2022	09/01/2022	Chge Order 4Tarbush	Westwood Transport, LLC.	12 Lights Poles Tarbush
AIR140	Lonestar Taproot	Land Improvements	06/02/2022	09/01/2022	08Tarbush	West Tex Field Services, LLC	12 Lights Poles & Sitting 22 Transformers
R001	Lonestar Taproot	Right of Use Asset	12/02/2021	08/01/2022		DBR Land LLC	Pecos Tarbush Land Lease 20 Years
BD003	Lonestar Taproot	Buildings	03/31/2022	09/01/2022	ICJE4	Lonestar Dream Inc.	Chao Suan Tarbush Site 3D Model
TF002	Lonestar Taproot	Transformers	09/30/2021	09/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	Jiangsu Huapeng 193MVA, 3P, 60HZ

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资产编号 | 实体 | 总账科目 | 发票 | 服务中的地点 | 文件编号 | 供应商名称 | 资产描述
日期
TF005 Lonestar Transformers 01/25/2022 09/01/2022 INV-85345 Maddox Industrial MT13797-S 500 kVA
Taproot Transformer Padmount 变压器 高压：
24940 GY 14400 低压：480
Y 277 未安装
TF006 Lonestar Transformers 01/25/2022 09/01/2022 INV-85345 Maddox Industrial MT13799-S 500 kVA
Taproot Transformer Padmount 变压器 高压：
24940 Y 14400 低压：208 Y
120 安装于 Tarbush
变电站
TF007 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100145
LTD. 安装于 Tarbush
变电站

TF008 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100128
LTD. 安装于 Tarbush
变电站
TF009 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100119
LTD. 安装于 Tarbush
变电站
TF010 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100131
LTD. 安装于 Tarbush
变电站
TF011 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100135
LTD. 安装于 Tarbush
变电站

TF012 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100124
LTD. 安装于 Tarbush
变电站
TF013 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100142
LTD. 安装于 Tarbush
变电站
TF014 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA

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Taproot 20210728 Transformer Co., 序列号：HPT003100122
LTD. 安装于 Tarbush
变电站
TF015 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100140
LTD. 安装于 Tarbush
变电站

TF016 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100146
LTD. 安装于 Tarbush
变电站
TF017 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100133
LTD. 安装于 Tarbush
变电站

TF018 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100144
LTD. 安装于 Tarbush
变电站

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4926-3188-8852, v. 24921-8022-7027, v. 6

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
TF005	Lonestar Taproot	Transformers	01/25/2022	09/01/2022	INV-85345	Maddox Industrial Transformer	MT13797-S 500 kVA Padmount Transformer HV: 24940 GY 14400 LV: 480 Y 277 Not Installed
TF006	Lonestar Taproot	Transformers	01/25/2022	09/01/2022	INV-85345	Maddox Industrial Transformer	MT13799-S 500 kVA Padmount Transformer HV: 24940 Y 14400 LV: 208 Y 120 Installed in Tarbush Substation
TF007	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100145 Installed in Tarbush Substation
TF008	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100128 Installed in Tarbush Substation
TF009	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100119 Installed in Tarbush Substation
TF010	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100131 Installed in Tarbush Substation
TF011	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100135 Installed in Tarbush Substation
TF012	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100124 Installed in Tarbush Substation
TF013	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100142 Installed in Tarbush Substation
TF014	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100122 Installed in Tarbush Substation
TF015	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100140 Installed in Tarbush Substation
TF016	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100146 Installed in Tarbush Substation
TF017	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100133 Installed in Tarbush Substation
TF018	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100144 Installed in Tarbush Substation

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资产编号 实体 总账科目 发票 在服务中位置 单据编号 供应商名称 资产说明
日期
TF019 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100126
LTD. 安装于 Tarbush
变电站
TF020 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100139
LTD. 安装于 Tarbush
变电站
TF021 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100121
LTD. 安装于 Tarbush
变电站
TF022 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100136
LTD. 安装于 Tarbush
变电站

TF023 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100143
LTD. 安装于 Tarbush
变电站
TF024 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100127
LTD. 安装于 Tarbush
变电站
TF025 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100138
LTD. 安装于 Tarbush
变电站
TF026 Lonestar Transformers 08/14/2021 09/01/2022 YJ0001200003- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210728 Transformer Co., 序列号：HPT003100129
LTD. 安装于 Tarbush
变电站

TF027 Lonestar Transformers 09/20/2021 09/01/2022 YJ0001200004- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210920 Transformer Co., 序列号：HPT003100117
LTD. 安装于 Tarbush
变电站
TF028 Lonestar Transformers 09/20/2021 09/01/2022 YJ0001200004- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210920 Transformer Co., 序列号：HPT003100130

LTD. 安装于 Tarbush
变电站
TF029 Lonestar Transformers 09/20/2021 09/01/2022 YJ0001200004- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210920 Transformer Co., 序列号：HPT003100275
LTD. 安装于 Tarbush
变电站
TF030 Lonestar Transformers 09/20/2021 09/01/2022 YJ0001200004- Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 20210920 Transformer Co., 序列号：HPT003100111
LTD. 安装于 Tarbush
变电站

ST001 Lonestar 变电站 Various 09/01/2023 Priority Power Tarbush 变电站
Taproot Infrastructure Management LLC
& Various
CN019 Lonestar 计算机及 02/28/2022 09/01/2022 INV0112&0116 CNO 光纤及 Cat6 电缆及

Taproot 网络及117 Technologies, SonicWall 防火墙
设备 LLC
TM005 Lonestar 工具， 05/09/2022 09/01/2022 OrderSP6734 MotoBuys TrailMaster Taurus 200GX
Dream 机械及高尔夫球车
设备

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
TF019	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100126 Installed in Tarbush Substation
TF020	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100139 Installed in Tarbush Substation
TF021	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100121 Installed in Tarbush Substation
TF022	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100136 Installed in Tarbush Substation
TF023	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100143 Installed in Tarbush Substation
TF024	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100127 Installed in Tarbush Substation
TF025	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100138 Installed in Tarbush Substation
TF026	Lonestar Taproot	Transformers	08/14/2021	09/01/2022	YJ0001200003-20210728	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100129 Installed in Tarbush Substation
TF027	Lonestar Taproot	Transformers	09/20/2021	09/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100117 Installed in Tarbush Substation
TF028	Lonestar Taproot	Transformers	09/20/2021	09/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100130 Installed in Tarbush Substation
TF029	Lonestar Taproot	Transformers	09/20/2021	09/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100275 Installed in Tarbush Substation
TF030	Lonestar Taproot	Transformers	09/20/2021	09/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100111 Installed in Tarbush Substation
ST001	Lonestar Taproot	Substations Infrastructure	Various	09/01/2023		Priority Power Management LLC & Various	Tarbush Substation
CN019	Lonestar Taproot	Computer & Network Equipment	02/28/2022	09/01/2022	INV0112&0116 &117	CNO Technologies, LLC	Fiber & Cat6 Cable & SonicWall Firewall
TM005	Lonestar Dream	Tools, Machinery & Equipment	05/09/2022	09/01/2022	OrderSP6734	MotoBuys	TrailMaster Taurus 200GX Golf Cart

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资产编号 实体 总账科目 发票 在服务中位置 单据编号 供应商名称 资产说明
日期
TM007 Lonestar Tools, 04/01/2022 09/01/2022 TAPROOT001 Coastal Power & Atlas Copco QAS120 JDS
Taproot 机械及设备 拖车式发电机
设备 序列号 HOP100994
TM008 Lonestar Tools, 05/25/2022 09/01/2022 206725063-001 United Rentals 压缩机 XAS185KD7
Taproot 机械及动力与暖通空调 CFM Tier4 序列号：
设备 4500A1019FR051101
V006 Lonestar Vehicles 05/31/2022 09/01/2022 09-494694 National Storage Nationwide Trailers Look
Taproot Taproot Tank, Inc. CP,CR,7X16 年份：2023 序列号：
53BMTEA25PR010746
V008 Lonestar Vehicles 02/28/2022 04/01/2022 338255 Out West Feed & Kubota
Taproot Taproot Supply RTV-XG850WLH22 序列号：
A5KH1PGNCNG030387
V009 Lonestar Vehicles 04/12/2022 09/01/2022 01-98181 农业设备 Kubota
Taproot Taproot Inc. RTV-XG850WGLA22 序列号：
A5KH1PGNENG030288

V011 Lonestar Vehicles 04/22/2022 09/01/2022 Driscoll Motors 2015 F350 购自
Taproot Taproot Driscoll Motors
HD052 Lonestar Cooling 03/14/2022 09/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot 系统 - 系统，LLC Tigerflow Hydro Tarbush 泵房中的 VMS 泵
HD053 Lonestar Cooling 03/14/2022 09/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot 系统 - 系统，LLC Tigerflow Hydro Tarbush 泵房中的 VMS 泵
HD054 Lonestar Cooling 03/14/2022 09/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot 系统 - 系统，LLC Tigerflow Hydro Tarbush 泵房中的 VMS 泵
AIR029 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
500755-6 安装于 Tarbush
A1

AIR030 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
500816-7 安装于 Tarbush
A2
AIR031 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
500689-0 安装于 Tarbush
A3

AIR032 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
500823-3 安装于 Tarbush

A4
AIR033 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
500686-3 安装于 Tarbush
A5
AIR034 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
500717-6 安装于 Tarbush
A6

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TM007	Lonestar Taproot	Tools, Machinery & Equipment	04/01/2022	09/01/2022	TAPROOT001	Coastal Power & Equipment	Atlas Copco QAS120 JDS Trailer Mounted Generator Serial HOP100994
TM008	Lonestar Taproot	Tools, Machinery & Equipment	05/25/2022	09/01/2022	206725063-001	United Rentals Power & HVAC	Compressor XAS185KD7 CFM Tier4 Serial #: 4500A1019FR051101
V006	Lonestar Taproot	Vehicles Taproot	05/31/2022	09/01/2022	09-494694	National Storage Tank, Inc.	Nationwide Trailers Look CP,CR,7X16 Yr: 2023 S/N: 53BMTEA25PR010746
V008	Lonestar Taproot	Vehicles Taproot	02/28/2022	04/01/2022	338255	Out West Feed & Supply	Kubota RTV-XG850WLH22 S/N: A5KH1PGNCNG030387
V009	Lonestar Taproot	Vehicles Taproot	04/12/2022	09/01/2022	01-98181	Ag. Equipment Inc.	Kubota RTV-XG850WGLA22 S/N: A5KH1PGNENG030288
V011	Lonestar Taproot	Vehicles Taproot	04/22/2022	09/01/2022		Driscoll Motors	2015 F350 Purchased from Driscoll Motors
HD052	Lonestar Taproot	Cooling System - Hydro	03/14/2022	09/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Tarbush Pump House
HD053	Lonestar Taproot	Cooling System - Hydro	03/14/2022	09/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Tarbush Pump House
HD054	Lonestar Taproot	Cooling System - Hydro	03/14/2022	09/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Tarbush Pump House
AIR029	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500755-6 Installed Tarbush A1
AIR030	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500816-7 Installed Tarbush A2
AIR031	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500689-0 Installed Tarbush A3
AIR032	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500823-3 Installed Tarbush A4
AIR033	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500686-3 Installed Tarbush A5
AIR034	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500717-6 Installed Tarbush A6

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资产编号 实体 总账科目 发票 在服务中位置 单据编号 供应商名称 资产说明
日期
AIR035 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
500719-7 安装于 Tarbush
A7
AIR036 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
500693-0 安装于 Tarbush
A8
AIR037 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
500720-0 安装于 Tarbush

A9
AIR038 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
500818-8 安装于 Tarbush
A10
AIR039 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
500289-4 安装于 Tarbush
A11
AIR040 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU

500607-7 安装于 Tarbush
A12
AIR041 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
500340-0 安装于 Tarbush
A13
AIR042 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU

500345-8 安装于 Tarbush
A14
AIR043 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain

T04SJYX-25S4 BTMU
500240-4 安装于 Tarbush
A15
AIR044 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
500531-6 安装于 Tarbush
A16
AIR045 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
500238-5 安装于 Tarbush
A17
AIR046 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x

Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
500278-6 安装于 Tarbush
A18

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AIR035	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500719-7 Installed Tarbush A7
AIR036	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500693-0 Installed Tarbush A8
AIR037	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500720-0 Installed Tarbush A9
AIR038	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500818-8 Installed Tarbush A10
AIR039	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500289-4 Installed Tarbush A11
AIR040	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500607-7 Installed Tarbush A12
AIR041	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500340-0 Installed Tarbush A13
AIR042	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500345-8 Installed Tarbush A14
AIR043	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500240-4 Installed Tarbush A15
AIR044	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500531-6 Installed Tarbush A16
AIR045	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500238-5 Installed Tarbush A17
AIR046	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500278-6 Installed Tarbush A18

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资产编号 实体 总账科目 发票 服务地点 文件编号 供应商名称 资产描述
日期
AIR047 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500311-8 已安装 Tarbush
B1
AIR048 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500251-2 已安装 Tarbush
B2
AIR049 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500696-6 已安装 Tarbush

B3
AIR050 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500347-9 已安装 Tarbush
B4
AIR051 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500316-5 已安装 Tarbush
B5
AIR052 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU

500335-5 已安装 Tarbush
B6
AIR053 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500610-1 已安装 Tarbush
B7
AIR054 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU

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500379-8 已安装 Tarbush
B8
AIR055 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain

T04SJYX-25S4 BTMU
500818-5 已安装 Tarbush
B9
AIR056 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500655-0 已安装 Tarbush
B10
AIR057 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500688-4 已安装 Tarbush
B11
AIR058 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x

Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500694-5 已安装 Tarbush
B12

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4926-3188-8852, v. 24921-8022-7027, v. 6

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
AIR047	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500311-8 Installed Tarbush B1
AIR048	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500251-2 Installed Tarbush B2
AIR049	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500696-6 Installed Tarbush B3
AIR050	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500347-9 Installed Tarbush B4
AIR051	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500316-5 Installed Tarbush B5
AIR052	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500335-5 Installed Tarbush B6
AIR053	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500610-1 Installed Tarbush B7
AIR054	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500379-8 Installed Tarbush B8
AIR055	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500818-5 Installed Tarbush B9
AIR056	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500655-0 Installed Tarbush B10
AIR057	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500688-4 Installed Tarbush B11
AIR058	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500694-5 Installed Tarbush B12

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资产编号 实体 总账科目 发票 服务地点 文件编号 供应商名称 资产描述
日期
AIR059 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500698-7 已安装 Tarbush
B13
AIR060 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500642-0 已安装 Tarbush
B14
AIR061 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500692-4 已安装 Tarbush

B15
AIR062 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500317-0 已安装 Tarbush
B16
AIR063 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500638-0 已安装 Tarbush
B17
AIR064 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU

500617-0 已安装 Tarbush
B18
AIR065 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500257-5 已安装 Tarbush
C1
AIR066 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU

500697-1 已安装 Tarbush
C2
AIR067 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain

T04SJYX-25S4 BTMU
500815-1 已安装 Tarbush
C3
AIR068 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500712-9 已安装 Tarbush
C4
AIR069 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500613-8 已安装 Tarbush
C5
AIR070 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x

Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500372-0 已安装 Tarbush
C6

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AIR059	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500698-7 Installed Tarbush B13
AIR060	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500642-0 Installed Tarbush B14
AIR061	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500692-4 Installed Tarbush B15
AIR062	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500317-0 Installed Tarbush B16
AIR063	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500638-0 Installed Tarbush B17
AIR064	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500617-0 Installed Tarbush B18
AIR065	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500257-5 Installed Tarbush C1
AIR066	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500697-1 Installed Tarbush C2
AIR067	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500815-1 Installed Tarbush C3
AIR068	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500712-9 Installed Tarbush C4
AIR069	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500613-8 Installed Tarbush C5
AIR070	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500372-0 Installed Tarbush C6

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资产编号 实体 总账科目 发票 服务地点 文件编号 供应商名称 资产描述
日期
AIR071 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500606-1 已安装 Tarbush
C7
AIR072 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500723-7 已安装 Tarbush
C8
AIR073 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500822-8 已安装 Tarbush

C9
AIR074 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500804-3 已安装 Tarbush
C10
AIR075 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500369-5 已安装 Tarbush
C11
AIR076 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU

500820-7 已安装 Tarbush
C12
AIR077 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500614-3 已安装 Tarbush
C13
AIR078 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU

500314-4 已安装 Tarbush
C14
AIR079 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain

T04SJYX-25S4 BTMU
500260-0 已安装 Tarbush
C15
AIR080 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500346-3 已安装 Tarbush
C16
AIR081 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500620-4 已安装 Tarbush
C17
AIR082 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x

Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500342-1 已安装 Tarbush
C18

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4926-3188-8852, v. 24921-8022-7027, v. 6

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
AIR071	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500606-1 Installed Tarbush C7
AIR072	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500723-7 Installed Tarbush C8
AIR073	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500822-8 Installed Tarbush C9
AIR074	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500804-3 Installed Tarbush C10
AIR075	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500369-5 Installed Tarbush C11
AIR076	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500820-7 Installed Tarbush C12
AIR077	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500614-3 Installed Tarbush C13
AIR078	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500314-4 Installed Tarbush C14
AIR079	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500260-0 Installed Tarbush C15
AIR080	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500346-3 Installed Tarbush C16
AIR081	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500620-4 Installed Tarbush C17
AIR082	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500342-1 Installed Tarbush C18

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资产编号 实体 总账科目 发票日期 服务中位置 单据编号 供应商名称 资产描述
日期
AIR083 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500338-1 已安装 Tarbush
D1
AIR084 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500611-7 已安装 Tarbush
D2
AIR085 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500624-7 已安装 Tarbush

D3
AIR086 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500341-6 已安装 Tarbush
D4
AIR087 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500616-4 已安装 Tarbush
D5
AIR088 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU

500824-9 已安装 Tarbush
D6
AIR089 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500339-7 已安装 Tarbush
D7
AIR090 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU

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500628-8 已安装 Tarbush
D8
AIR091 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain

T04SJYX-25S4 BTMU
500261-5 已安装 Tarbush
D9
AIR092 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500295-5 已安装 Tarbush
D10
AIR093 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500320-5 已安装 Tarbush
D11
AIR094 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x

Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500623-0 已安装 Tarbush
D12

41
4926-3188-8852, v. 24921-8022-7027, v. 6

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
AIR083	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500338-1 Installed Tarbush D1
AIR084	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500611-7 Installed Tarbush D2
AIR085	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500624-7 Installed Tarbush D3
AIR086	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500341-6 Installed Tarbush D4
AIR087	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500616-4 Installed Tarbush D5
AIR088	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500824-9 Installed Tarbush D6
AIR089	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500339-7 Installed Tarbush D7
AIR090	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500628-8 Installed Tarbush D8
AIR091	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500261-5 Installed Tarbush D9
AIR092	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500295-5 Installed Tarbush D10
AIR093	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500320-5 Installed Tarbush D11
AIR094	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500623-0 Installed Tarbush D12

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对应原文第 176 页

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资产编号 实体 总账科目 发票日期 服务中位置 单据编号 供应商名称 资产描述
日期
AIR095 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500622-5 已安装 Tarbush
D13
AIR096 Lonestar Cooling 12/31/2021 09/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
500603-5 已安装 Tarbush
D14
AIR107 Lonestar Cooling 04/18/2022 09/01/2022 3 西德克萨斯现场设置 Antboxes 及连接
Taproot System - Air Services, LLC 至变压器
AIR110 Lonestar Cooling 04/12/2022 09/01/2022 6019 Elite Drillers Tarbush 水井 -
Taproot System - Air Corporation 水井钻探及水泵安装

AIR111 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank（用于蓄存并回收
为冷却矿机的水幕提供的水）
AIR112 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank
AIR113 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank
AIR114 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank
AIR115 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank
AIR116 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank

AIR117 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank
AIR118 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank
AIR119 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank
AIR120 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank
AIR121 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank

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AIR122 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道 Taproot System - Air Tank

AIR123 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道 Taproot System - Air Tank
AIR124 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道 Taproot System - Air Tank
AIR125 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道 Taproot System - Air Tank

AIR126 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道 Taproot System - Air Tank
AIR127 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道 Taproot System - Air Tank
AIR128 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道 Taproot System - Air Tank
AIR129 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道 Taproot System - Air Tank

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4926-3188-8852, v. 24921-8022-7027, v. 6

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
AIR095	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500622-5 Installed Tarbush D13
AIR096	Lonestar Taproot	Cooling System - Air	12/31/2021	09/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 500603-5 Installed Tarbush D14
AIR107	Lonestar Taproot	Cooling System - Air	04/18/2022	09/01/2022	3	West Tex Field Services, LLC	Setup Antboxes & Connect to the Transformers
AIR110	Lonestar Taproot	Cooling System - Air	04/12/2022	09/01/2022	6019	Elite Drillers Corporation	Tarbush Water Well - Drilling of Water Well and Pump Installation
AIR111	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank (hold & recycle water for water curtains that cool the miners)
AIR112	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR113	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR114	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR115	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR116	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR117	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR118	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR119	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR120	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR121	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR122	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR123	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR124	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR125	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR126	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR127	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR128	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR129	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank

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资产编号 实体 总账科目 发票日期 服务中位置 单据编号 供应商名称 资产描述
日期
AIR130 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank
AIR131 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank
AIR132 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank
AIR133 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank
AIR134 Lonestar Cooling 05/07/2022 09/01/2022 100004 Sims Plastics 1000 加仑低型管道
Taproot System - Air Tank
AIR135 Lonestar Cooling Various 09/01/2023 4523 Chatos Aggregate Water Pit GDA
Taproot System - Air Hauling, LLC/ 51
油田服务有限责任公司
LLC
AIR136 Lonestar Cooling Various 09/01/2023 GDA Bullseye Field Tarbush Site Modification
Taproot System - Air Services GDA
LLC/Childs
Corporation/IMG
Foam 安装

AIR137 Lonestar Cooling 07/03/2023 08/01/2023 1003 Steady Arms 排气风扇系统
Taproot System - Air Service LLC
AIR139 Lonestar Cooling 04/01/2022 02/01/2022 CapLbrRecls Lonestar Dream To Allocate Capitalized
Taproot System - Air Inc. 劳动分摊至冷却
系统
CIP002 Lonestar Construction 03/31/2022 09/01/2022 PB50402 JNL Steel Building #4 材料
Taproot in Progress Components, Inc
CIP003 Lonestar Construction 06/27/2022 09/01/2022 1192Tarbush Westwood Pad 1100’x25’ for Taproot in
Progress Transport, LLC. 浸没式建筑
Tarbush
EL001 Lonestar Electrical 04/06/2022 09/01/2022 #1 动员 Ortiz Electric, labor, material, subs &
Taproot Systems LLC equipment Tarbush
EL002 Lonestar Electrical 05/01/2022 09/01/2022 #2 Ortiz Electric, UG Dondult Tarbush
Taproot Systems LLC
EL003 Lonestar Electrical 05/01/2022 09/01/2022 #2 Ortiz Electric, 接地 Tarbush
Taproot Systems LLC

EL004 Lonestar Electrical 05/19/2022 09/01/2022 #3 变更订单 Ortiz Electric, 劳务-设备-日补贴
Taproot Systems 1 LLC
EL005 Lonestar Electrical 05/25/2022 09/01/2022 #7 变更订单 Ortiz Electric, 连接器和安装

Taproot Systems 4 LLC
EL006 Lonestar Electrical 05/25/2022 09/01/2022 #6 变更订单 Ortiz Electric, 现场工程、土建及地下
Taproot Systems 3 LLC 导管安装 Tarbush
EL007 Lonestar Electrical 05/25/2022 09/01/2022 #5 变更订单 Ortiz Electric, Deadbreak Elbows 采购
Taproot Systems 2 LLC 及安装 Tarbush
EL008 Lonestar Electrical 05/31/2022 09/01/2022 #4 Ortiz Electric, 劳务、材料、分包商及

Taproot Systems LLC equipment Tarbush
EL009 Lonestar Electrical 06/10/2022 09/01/2022 #8 Ortiz Electric, 双周进度计费
Taproot Systems LLC (SOV004) Tarbush
EL010 Lonestar Electrical 06/10/2022 09/01/2022 #9 Ortiz Electric, 劳务、材料、分包商及
Taproot Systems LLC 设备 Tarbush
EL011 Lonestar Electrical 06/15/2022 09/01/2022 #10 Ortiz Electric, Tarbush 泵房及
Taproot Systems LLC 电力电路安装
EL012 Lonestar Electrical 06/27/2022 09/01/2022 #11 Ortiz Electric, 劳务、材料、分包商及
Taproot Systems LLC 设备 Tarbush

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
AIR130	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR131	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR132	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR133	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR134	Lonestar Taproot	Cooling System - Air	05/07/2022	09/01/2022	100004	Sims Plastics	1000 Gal Low Pro Plmb Tank
AIR135	Lonestar Taproot	Cooling System - Air	Various	09/01/2023	4523	Chatos Aggregate Hauling, LLC/ 51 Oilfield Services LLC	Water Pit GDA
AIR136	Lonestar Taproot	Cooling System - Air	Various	09/01/2023	GDA	Bullseye Field Services LLC/Childs Corporation/IMG Foam Installation	Tarbush Site Modification GDA
AIR137	Lonestar Taproot	Cooling System - Air	07/03/2023	08/01/2023	1003	Steady Arms Service LLC	Exhaust Fans System
AIR139	Lonestar Taproot	Cooling System - Air	04/01/2022	02/01/2022	CapLbrRecls	Lonestar Dream Inc.	To Allocate Capitalized Labor to the Cooling Systems
CIP002	Lonestar Taproot	Construction in Progress	03/31/2022	09/01/2022	PB50402	JNL Steel Components, Inc	Building #4 Materials
CIP003	Lonestar Taproot	Construction in Progress	06/27/2022	09/01/2022	1192Tarbush	Westwood Transport, LLC.	Pad 1100'x25' for Immersion Buildings Tarbush
EL001	Lonestar Taproot	Electrical Systems	04/06/2022	09/01/2022	#1 Mobalization	Ortiz Electric, LLC	Labor, material, subs & equipment Tarbush
EL002	Lonestar Taproot	Electrical Systems	05/01/2022	09/01/2022	#2	Ortiz Electric, LLC	UG Dondult Tarbush
EL003	Lonestar Taproot	Electrical Systems	05/01/2022	09/01/2022	#2	Ortiz Electric, LLC	Grounding Tarbush
EL004	Lonestar Taproot	Electrical Systems	05/19/2022	09/01/2022	#3 Change Order 1	Ortiz Electric, LLC	Labor-Equipment-Per Diem
EL005	Lonestar Taproot	Electrical Systems	05/25/2022	09/01/2022	#7 Change Order 4	Ortiz Electric, LLC	Lugs and mounting hardware for the XFMR secondary and ant box power landing point Tarbush
EL006	Lonestar Taproot	Electrical Systems	05/25/2022	09/01/2022	#6 Change Order 3	Ortiz Electric, LLC	Sitework, Civil, and UG Conduit Installation Tarbush
EL007	Lonestar Taproot	Electrical Systems	05/25/2022	09/01/2022	#5 Change Order 2	Ortiz Electric, LLC	Deadbreak Elbows Purchase and Installation Tarbush
EL008	Lonestar Taproot	Electrical Systems	05/31/2022	09/01/2022	#4	Ortiz Electric, LLC	Labor, material, subs & equipment Tarbush
EL009	Lonestar Taproot	Electrical Systems	06/10/2022	09/01/2022	#8	Ortiz Electric, LLC	Bi-Weekly Progress Billing (SOV004) Tarbush
EL010	Lonestar Taproot	Electrical Systems	06/10/2022	09/01/2022	#9	Ortiz Electric, LLC	Labor, Material, Subs & Equipment Tarbush
EL011	Lonestar Taproot	Electrical Systems	06/15/2022	09/01/2022	#10	Ortiz Electric, LLC	Tarbush Pump House & Power Circuits Installation
EL012	Lonestar Taproot	Electrical Systems	06/27/2022	09/01/2022	#11	Ortiz Electric, LLC	Labor, Material, Subs & Equipment Tarbush

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资产 # 实体 总分类账科目 发票 在服务中的位置 服务文件编号 供应商名称 资产描述
日期
EL013 Lonestar Electrical 07/12/2022 09/01/2022 变更单 9 Ortiz Electric，未使用材料抵扣
Taproot Systems LLC Tarbush
EL014 Lonestar Electrical 07/19/2022 09/01/2022 变更单 #7 Ortiz Electric，228ea-2H 600 MCM
Taproot Systems LLC 铝接线鼻与 60ea-1H
600MCM 机械接线鼻
Tarbush
EL015 Lonestar Electrical 07/25/2022 09/01/2022 #16 Ortiz Electric，人工、材料、分包及
Taproot Systems LLC 设备 Tarbush
EL016 Lonestar Electrical 07/25/2022 09/01/2022 #14 Ortiz Electric，工时与材料 7/7/22 - 7/13/22
Taproot Systems LLC
EL017 Lonestar Electrical 07/26/2022 09/01/2022 #13 Ortiz Electric，人工、材料及
Taproot Systems LLC 设备 Tarbush
EL018 Lonestar Electrical 08/11/2022 09/01/2022 #17 Ortiz Electric，Taproot Systems LLC 截止 7/25/22 的工时与材料 &
8/5/22

EL019 Lonestar Electrical 08/16/2022 09/01/2022 #18 Ortiz Electric，Taproot Systems LLC 截止 8/8/22 的工时与材料 &
8/12/22
EL020 Lonestar Electrical 08/31/2022 09/01/2022 #19 Ortiz Electric，进度计费 SOV #8
Taproot Systems LLC
EL021 Lonestar Electrical 08/31/2022 09/01/2022 #20 Ortiz Electric，Taproot Systems LLC 截止 8/21/22 的工时与材料 &
8/28/22
EL022 Lonestar Electrical 08/31/2022 09/01/2022 #21 Ortiz Electric，变更单 - 材料
Taproot Systems LLC 报销
EL023 Lonestar Electrical 07/21/2023 08/01/2023 24488 KTX Electric LLC 仪表安装 GDA
Taproot Systems
EL024 Lonestar Electrical 12/04/2024 01/01/2025 THI Energy 电气升级
Taproot Systems Consultants, LLC
CT002 Lonestar Containers 03/31/2023 04/01/2023 TMPShanghaiId Shanghai Ide 20 英尺集装箱 GESU

Taproot e Industrial Co., Ltd 3596639

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EL013	Lonestar Taproot	Electrical Systems	07/12/2022	09/01/2022	Change Order 9	Ortiz Electric, LLC	Unused Material Credit Tarbush
EL014	Lonestar Taproot	Electrical Systems	07/19/2022	09/01/2022	Change Order #7	Ortiz Electric, LLC	228ea-2H 600 MCM Aluminum Lugs & 60ea-1H 600MCM Mechanical Lugs Tarbush
EL015	Lonestar Taproot	Electrical Systems	07/25/2022	09/01/2022	#16	Ortiz Electric, LLC	Labor, Material, Subs & Equipment Tarbush
EL016	Lonestar Taproot	Electrical Systems	07/25/2022	09/01/2022	#14	Ortiz Electric, LLC	T&M 7/7/22 - 7/13/22
EL017	Lonestar Taproot	Electrical Systems	07/26/2022	09/01/2022	#13	Ortiz Electric, LLC	Labor, Material & Equipment Tarbush
EL018	Lonestar Taproot	Electrical Systems	08/11/2022	09/01/2022	#17	Ortiz Electric, LLC	Time and Materials for Week Ending 7/25/22 & 8/5/22
EL019	Lonestar Taproot	Electrical Systems	08/16/2022	09/01/2022	#18	Ortiz Electric, LLC	Time and Materials for Week Ending 8/8/22 & 8/12/22
EL020	Lonestar Taproot	Electrical Systems	08/31/2022	09/01/2022	#19	Ortiz Electric, LLC	Progress Billing SOV #8
EL021	Lonestar Taproot	Electrical Systems	08/31/2022	09/01/2022	#20	Ortiz Electric, LLC	Time and Materials for Week Ending 8/21/22 & 8/28/22
EL022	Lonestar Taproot	Electrical Systems	08/31/2022	09/01/2022	#21	Ortiz Electric, LLC	Change Order - Material Reimbursement
EL023	Lonestar Taproot	Electrical Systems	07/21/2023	08/01/2023	24488	KTX Electric LLC	Meter Installation GDA
EL024	Lonestar Taproot	Electrical Systems	12/04/2024	01/01/2025		THI Energy Consultants, LLC	Electrical Upgrade
CT002	Lonestar Taproot	Containers	03/31/2023	04/01/2023	TMPShanghaiIde	Shanghai Ide Industrial Co., Ltd	20 Ft Container GESU 3596639

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附件 B
假定合同
1. Lonestar Taproot LLC 与 Tejas Extreme Logistics 之间的主服务协议，生效日期为 1/30/2026
2. FiberLight 关于专用互联网接入产品的合同，订单号 OPP-+70487+-
066778-170487-066778 和 OPP-170487-066779
3. 日期为 2026年6月11日 的期权转让协议，缔约方为 Lonestar Dream, Inc、Lonestar Taproot LLC 和 Manning Minerals, LLC，且其后根据日期为 2026年7月1日 的该等期权转让协议修订案作出进一步修订
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EXHIBIT B

Assumed Contracts

1. Master Services Agreement between Lonestar Taproot LLC and Tejas Extreme Logistics dated effective 1/30/2026

2. FiberLight contract for Dedicated Internet Access Product Order No. OPP~~-170487-066778~~-170487-066778 and OPP-170487-066779

3. Option Assignment Agreement dated June 11, 2026, between Lonestar Dream, Inc and Lonestar Taproot LLC and Manning Minerals, LLC as subsequently amended pursuant to that certain Amendment to Option Assignment Agreement dated July 1, 2026

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附件 C

排除资产

1. 任何地点的全部现金及现金等价物。

2. 全部数字货币及其收益。

3. 全部预付费用、押金，包括区域电力供应商押金，以及预付款。

4. 全部账户，包括应收账款

5. 数据室中提交、并标注为“LDI_LDT Excluded Asset List 12/31/2025”的 Excel 文件所列的固定资产清单。

6. 出卖人的全部权利、利益、请求权、索赔、诉求及诉因，包括但不限于除假定并转让合同之外的所有合同和租约项下的权利。

7. 全部避免性诉讼行为，包括但不限于依据《美国法典》第 5 编第 11 章产生或与之相关的全部权利、索赔和诉因，包括但不限于破产法典第 502(d)、544、545、547、548、549、550、551 和 553 条项下产生的全部避免性诉讼行为和索赔，以及破产法典项下任何其他避免、追收或相关索赔或诉因，并连同由此产生的全部收益、追偿及其他权利。

8. 就截至交割日或交割日以前任何纳税期间或其部分期间的税款退还所享有的全部索赔和收款权。

9. 卖方的全部会议记录簿、公司及所有权簿册和记录以及会计账簿和记录，以及为卖方管理其破产财产所必需的所有其他账簿和记录的副本。

10. 买方未购买的所有其他资产。

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EXHIBIT C

Excluded Assets

1. All cash and cash equivalents, wherever located.

2. All digital currency and the proceeds thereof.

3. All prepaid expenses, deposits, including Regional Electricity Providers deposits, and retainers.

4. All accounts including accounts receivable

5. The schedule of fixed assets listed in the Excel file labeled ‘LDI_LDT Excluded Asset List 12/31/2025’ filed in the Data Room.

6. All of Sellers’ rights, interests, claims, demands, and causes of action, including but not limited to those under all contracts and leases other than Assumed and Assigned Contracts.

7. All Avoidance Actions, including without limitation, all rights, claims, and causes of action arising under or relating to Chapter 5 of Title 11 of the United States Code, including, without limitation, all avoidance actions and claims arising under Sections 502(d), 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code, and any other avoidance, recovery, or related claims or causes of action under the Bankruptcy Code, together with all proceeds, recoveries, and other rights arising therefrom.

8. All claims for and rights to receive tax refunds with respect to taxable periods or portions thereof on or prior to the Closing Date.

9. All the minute books, corporate and ownership books and record and accounting books and records of the Seller and copies of all other Books and Records necessary for Seller to administer its estate.

10. All other assets which are not purchased by a buyer.

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附件 D

承担的负债

无。

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EXHIBIT D

Assumed Liabilities

None.

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附件 E

诉讼请求

1。Gao v. Pan et al.，案件编号 D-1-GN-24-003302（98th 地区法院，德克萨斯州特拉维斯县）

2。Saturn Data LLC v. Lonestar Dream et al.，案件编号 493-08827-2025（493rd 地区法院，德克萨斯州科林县）

3。DBR Land LLC v. Lonestar Taproot LLC and Lonestar Dream Inc.，案件编号 P-13332-11213332-112-CV（112th 地区法院，德克萨斯州佩科斯县）

4。SIAC 仲裁案号 532 of 2025（ARB532/25/ZY）：Liang, Lin v. Poolin Technology PTE. LTD.，新加坡国际仲裁中心，新加坡

5。SIAC 仲裁案号 245 of 2022（ARB/245/22/ALS）：Li Bei v. Poolin Technology PTE.

LTD.，新加坡国际仲裁中心，新加坡

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EXHIBIT E

Litigation Claims

1. Gao v. Pan et al., Cause No. D-1-GN-24-003302 (98th District Court, Travis County, Texas)

2. Saturn Data LLC v. Lonestar Dream et al., Case No. 493-08827-2025 (493rd District Court, Collin County, Texas)

3. DBR Land LLC v. Lonestar Taproot LLC and Lonestar Dream Inc., Case No. P~~-13332--112~~13332-112-CV (112th District Court, Pecos County, Texas)

4. SIAC Arbitration No. 532 of 2025 (ARB532/25/ZY): Liang, Lin v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

5. SIAC Arbitration No. 245 of 2022 (ARB/245/22/ALS): Li Bei v. Poolin Technology PTE.

LTD., Singapore International Arbitration Centre, Singapore

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附件 F

环境事项

无。

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EXHIBIT F

Environmental Matters

None.

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附件 G

托管协议

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EXHIBIT G

Escrow Agreement

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托管协议

本托管协议（“本协议”）由以下各方于 23 日 9 月 2026 日签订：LONESTAR DREAM INC.，一家特拉华州公司（“卖方
1”），以及 LONESTAR TAPROOT LLC，一家特拉华州有限责任公司（“卖方 2”以及与“卖方 1”合称，各自为一“卖方”，合称“卖方”）、RAPTOR BASINCES ACQUISITIONS LLC，一家特拉华州有限责任公司（“买方”）以及 Archer & Greiner, P.C.（“托管代理”）。本文未定义的任何术语，均应具有《购买协议》（如下定义）中赋予其的含义。

卖方和买方拟订立一份资产购买协议，日期为 9 月 21 日，2026（“购买协议”），据此，卖方拟出售而买方拟购买某些所购资产，包括位于特拉华州以下通常称为并坐落于 4143 US Hwy 285，Fort Stockton, TX 79735，Pecos County, Texas 的不动产处的个人财产、设备及其他资产。卖方和买方希望托管代理持有善意保证金 $7,725,000.00（USD）（包括买方已存入并由托管代理持有的款项）8,625,000.00（USD），并依据本协议的条款和规定予以支付。

于 2026年7月22日（“申请日”），卖方依《美国破产法典》第 11 章在美国破产法院，11 U.S.C. §§ 101 等条款（“破产法典”）项下自愿提起案件，案件在美国新泽西州破产法院（“破产法院”）（“破产案件”）审理。在符合竞价程序及竞价程序命令的前提下，如卖方收到就所购资产（定义见购买协议）的任何更高且更优报价，卖方希望依照购买协议及破产法典第 105、363 和 365 条向买方出售，而买方希望依照购买协议从卖方购买所购资产。

1. 托管资金的交付；托管代理的授权。买方已通过电汇向托管代理交付了善意保证金的 $1,981,625.00（USD），并应在签署购买协议之日起五个 (5) 日内，通过电汇向托管代理交付善意保证金的余款 ($5,743,375.008,625,000.00 (USD）。善意保证金应由托管代理存入计息账户（“托管账户”）。善意保证金连同其产生的任何利息，以下统称为“托管资金”。

2. 托管资金的释放。托管代理应依照本协议及购买协议的规定支付托管资金。根据购买协议，在收到卖方和买方各自或其各自律师共同签署并发出的指示后，托管代理应依照该通知支付托管资金，该通知应包括每一收款人的姓名、应支付给每一收款人的金额以及电汇指示（如有）。在任何情况下，除非且直至托管代理已确认并合理满意托管资金系依照本协议及购买协议支付给适当一方，否则托管代理均无须支付托管资金中的任何部分。托管资金的所有支付均应通过支票或电汇资金进行。

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Escrow Agreement

This Escrow Agreement ("Agreement") is entered into as of this ~~23rd~~ ____ day of September, 2026 by and among LONESTAR DREAM INC., a Delaware corporation (the "Seller 1"), and LONESTAR TAPROOT LLC, a Delaware limited liability company ("Seller 2" and together with "Seller 1", each a "Seller", collectively, "Sellers"), ~~RAPTOR BASIN~~CES ACQUISITIONS LLC, a Delaware limited liability company ("Buyer") and Archer & Greiner, P.C. ("Escrow Agent"). Any terms not defined herein shall have the meaning ascribed to it in the Purchase Agreement (as defined below).

The Seller and the Buyer intend to enter into an Asset Purchase Agreement, dated as of ~~September 21~~ ____, 2026 (the "Purchase Agreement") pursuant to which Seller intends to sell and Buyer intends to purchase certain Purchased Assets including personal property, equipment and other assets located at that certain real property commonly known as and located at 4143 US Hwy 285, Fort Stockton, TX 79735, Pecos County, Texas. The Seller and the Buyer desire for Escrow Agent to hold in escrow the Good Faith Deposit of $~~7,725,000.00 (USD) (inclusive of amounts already deposited by Buyer and held by the Escrow Agent)~~8,625,000.00 (USD) and to disburse the same in accordance with the terms and provisions of this Agreement.

On July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case"). Subject to Seller's receipt of any higher and better offer for the Purchased Assets (as defined in the Purchase Agreement) in accordance with the Bidding Procedures and Bidding Procedures Order, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets in accordance with the Purchase Agreement and sections 105, 363, and 365 of the Bankruptcy Code.

1. Delivery of Escrow Funds; Authorization of Escrow Agent. Buyer has delivered ~~$1,981,625.00 (USD) of the Good Faith Deposit to Escrow Agent via wire transfer and~~or shall deliver ~~the balance of~~ the Good Faith Deposit ($~~5,743,375.00~~8,625,000.00 (USD)) to Escrow Agent via wire transfer within five (5) days from execution of the Purchase Agreement. The Good Faith Deposit shall be held by Escrow Agent in an interest-bearing account (the "Escrow Account"). The Good Faith Deposit together with any interest accrued thereon are hereinafter collectively referred to as the "Escrow Funds".

2. Release of Escrow Funds. Escrow Agent shall disburse the Escrow Funds in accordance with the provisions of this Agreement and the Purchase Agreement. Upon receipt of joint instructions from and executed by each of Seller and Buyer or their respective attorneys, in accordance with the Purchase Agreement, the Escrow Agent shall disburse the Escrow Funds in accordance with such notice, which shall include the name of each payee, the amount to be paid to each payee and wire instructions, if any. In no event shall the Escrow Agent be required to disburse any of the Escrow Funds unless and until it has confirmed and is reasonably satisfied that they are being disbursed to the proper party pursuant to this Agreement and the Purchase Agreement. All disbursements of the Escrow Funds shall be made via check or wired funds.

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3。争议。若就本协议的解释，或就托管代理依据本协议所设想之任何行动的职责、权利和义务发生争议，或卖方与买方之间就托管资金发生争议，或托管代理就此收到相互冲突的要求或指示，则托管代理可拒绝向任一方支付或交付该等款项，直至托管代理收到以下任一项： (a) 卖方与买方就托管资金或其任何部分的支付或交付所出具的共同书面指示；或 (b) 破产法院作出的命令，指示支付或交付托管资金或其任何部分，且自该命令作出之日起已过三十（(30)）日，并且在该期限内未有进一步法院命令指示其处置。托管代理有权依赖该法院关于托管资金处置及权利归属的裁定。各方确认并同意，善意保证金不得被视为卖方破产财产在美国破产法典项下的财产，且除非破产法院作出相反命令且该命令在作出后 30 日内未被中止或推翻，否则该财产在破产法典第 5 章或适用法律下（无论衡平法上或其他方面）对善意保证金不享有任何种类的权益。

4。责任范围。托管代理仅负有履行本协议中明确规定的职责，该等职责应被视为纯粹的文书性职责。在任何情况下，托管代理均不得被视为本协议项下任何一方或任何其他人的受托人。托管代理不对任何一方未能依照购买协议、本协议或任何其他协议履行承担责任。托管代理既不负责知悉，也不受制于购买协议或除本协议外任何其他文书或文件的其他条款和条件，无论是否已向托管代理提供其副本；且托管代理无义务知悉或询问购买协议或任何其他文书或文件任何条款的履行或未履行情况。本协议载明了与本协议项下所设想的托管有关的全部事项，不得根据本协议、购买协议或任何其他协议的条款推定或默示托管代理承担任何附加义务。

5。依赖。对于其依据各方或其各自律师（包括办公室工作人员）的指示或同意所采取或未采取的任何行动，托管代理不承担责任。对于其基于其认为真实且正确、并已由适当人员签署或发出的任何通知、请求、同意、指示、申请、证明、命令、宣誓书、信函或其他纸质文件或文书而采取或不采取行动，托管代理不承担责任，而无需进一步调查该等人员的权限。

6。赔偿。卖方应共同且分别赔偿、抗辩并使托管代理免受任何及全部损失、责任、成本、损害和费用，包括但不限于托管代理因针对其提起的任何行动、索赔或程序而可能遭受或发生的内部和/或外部律师费及费用，或其他专业费用及开支，只要该等行动、索赔或程序源于或以任何方式与本协议或本协议所涉任何交易有关，且该等损失、责任、成本、损害或费用并未被最终裁定系由托管代理的故意不当行为或重大过失直接造成。本款规定在托管代理辞职或被免职以及本协议终止后继续有效。于 52
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3. Disagreements. In the event of a disagreement about the interpretation of this Agreement or about the duties, rights and obligations of any action contemplated by Escrow Agent under this Agreement, or if there is a dispute between Seller and Buyer regarding the Escrow Funds, or the Escrow Agent receives conflicting demands or instructions with respect thereto, Escrow Agent may withhold disbursement or delivery of the same to either Party until Escrow Agent receives either: (a) joint written instructions from Seller and Buyer with respect to the disbursement or delivery of the Escrow Funds or any part thereof; or (b) an order entered by the Bankruptcy Court directing the disbursement or delivery of the Escrow Funds or any part thereof and thirty(30) days have passed since entry of such order without further court order directing the disposition thereof. Escrow Agent shall be entitled to rely upon the decision of such court with respect to the disposition and entitlement of the Escrow Funds. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of Seller's bankruptcy estate under the United States Bankruptcy Code, and that such estate shall have no interest of any kind, under Chapter 5 of the Bankruptcy Code or applicable law (whether equitable or otherwise), in and to the Good Faith Deposit absent Bankruptcy Court order directing to the contrary, which order has not been stayed or overturned within 30 days of entry.

4. Scope of Responsibility. Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Agreement. Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with the Purchase Agreement, this Agreement, or any other agreement. Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the other terms and conditions of the Purchase Agreement or any other instrument or document other than this Agreement, whether or not a copy thereof has been provided to Escrow Agent; and Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of the Purchase Agreement or any other instrument or document. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of Escrow Agent shall be inferred or implied from the terms of this Agreement, the Purchase Agreement, or any other agreement.

5. Reliance. Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective attorneys (including office staff). Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person or persons' authority.

6. Indemnification. The Sellers, jointly and severally, shall indemnify, defend and hold harmless Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, in-house and/or outside attorneys' fees and expenses or other professional fees and expenses which Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against Escrow Agent, arising out of or relating in any way to this Agreement, or any transaction to which this Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of Escrow Agent. The provisions of this paragraph shall survive the resignation or removal of Escrow Agent and the termination of this Agreement. In

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如果托管代理因执行或解释本协议任何条款，或为抗辩针对托管代理提出的任何主张或指控而发生法律费用，则托管代理有权向卖方追偿托管代理因此发生的实际成本和费用，包括律师费，并自发生之日起计息。就本条而言，成本、费用及律师费包括但不限于为追偿此类成本、费用及律师费而实际发生的成本和费用，包括但不限于所有判决执行程序、藐视法庭程序、扣押程序、扣押令执行程序、债务人及第三方取证和询问程序、破产程序以及上诉程序。

7。责任限制。托管代理不因以下事项而直接或间接承担责任，且各方特此解除托管代理就以下事项承担的责任：(i) 因本协议项下提供的服务而产生的任何损害、损失或费用，但最终裁定已直接由托管代理的重大过失或故意不当行为导致的损害、损失或费用除外；或 (ii) 任何种类的特殊、间接或后果性损害或损失（包括但不限于利润损失），即使托管代理已被告知此类损失或损害的可能性，且不论诉因形式为何。

8。辞任或撤换。托管代理可通过向各方发出其辞任的书面通知而辞任，各方亦可通过向托管代理发出载明托管代理被撤换之联合书面通知，并同时支付托管代理截至终止之日有权获得的全部费用和支出，来撤换托管代理。无论是辞任还是撤换（视具体情况而定），均应在该通知送达后三十(30)天，或在更早任命继任者时生效，此后托管代理唯一的责任应为妥善保管托管资金，并将其交付给由各方任命的继任托管代理，且该任命应以向托管代理提交的联合书面通知或依法院命令为证。如果各方在发出该辞任或撤换通知后三十(30)天届满前未能任命继任托管代理，则托管代理有权但无义务：(a) 向任何有管辖权的法院申请任命继任托管代理或其他适当救济，且任何此类任命结果对各方均具约束力；(b) 将托管资金存入任何与购买协议有关的诉讼正在审理的破产法院书记员处；和/或 (c) 采取其可自行选择认为合理的积极步骤，以终止其作为托管代理的职责，包括但不限于将托管资金存入有管辖权的法院并提起提存诉讼（且相关费用应由该等程序承担，届时存管人应被解除并免于本协议项下的一切责任，但此前的任何重大过失或故意不当行为除外。

9。通知。根据本协议要求发出的所有通知、请求、要求及其他通信均应以书面英文形式作出，并在以下方式送达时视为已正式发出：(i) 亲自送达，(ii) 通过信誉良好的全国性隔夜快递服务隔夜送达，或 (iii) 通过挂号信或挂签收回执的认证邮件发送，并预付邮资，全部送至下列地址。各方应负责通知托管代理及其他各方任何姓名或地址的变更。

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the event Escrow Agent incurs legal fees in connection with the enforcement or interpretation of any provision of this agreement or to defend against any claim or allegation that Escrow Agent breached any duty or obligation under this agreement or otherwise, then Escrow Agent shall be entitled to recover from the Sellers Escrow Agent's actual costs and expenses, including attorneys' fees, incurred by Escrow Agent in connection therewith, with interest thereon from the date incurred. For purposes hereof, costs, expenses, and attorneys' fees shall include, without limitation, the actual costs and expenses, including attorneys' fees, incurred in recovering such costs, expenses, and attorneys' fees (including, without limitation, all judgment enforcement proceedings, contempt proceedings, garnishment, levy, debtor and third-party discovery and examinations, bankruptcy proceedings, and appellate proceedings).

7. Limitation of Liability. Escrow Agent shall not be liable, directly or indirectly, for, and the Parties hereby release Escrow Agent from, any (i) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which have been finally adjudicated to have directly resulted from Escrow Agent's gross negligence or willful misconduct, or (ii) special, indirect or consequential damages or losses of any kind whatsoever (including without limitation lost profits), even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the form of action.

8. Resignation or Removal. Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove Escrow Agent by furnishing to Escrow Agent a joint written notice of Escrow Agent's removal along with payment of all fees and expenses to which the Escrow Agent is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Funds and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, Escrow Agent shall have the right, but not the obligation to (a) petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties; (b) deposit the Escrow Funds with the Clerk of the Bankruptcy Court in which any litigation relating to the Purchase Agreement is pending and/or (c) take such reasonable affirmative steps as it may, at its option, elect in order to terminate its duties as Escrow Agent, including, without limitation, the depositing of the Escrow Funds with a court of competent jurisdiction and the commencement of an action for interpleader (and the costs thereof shall be, and thereupon Depositary shall be released of and from all liability hereunder except for any previous gross negligence or willful misconduct.

9. Notices. All notices, requests, demands, and other communications required under this Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by overnight delivery with a reputable national overnight delivery service, or (iii) by registered mail or by certified mail, return receipt requested, and postage prepaid, all at the addresses set forth below. It shall be the responsibility of each of the

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收件通知应视为于收到之日送达。

致卖方的通知：
Lonestar Dream Inc.
Lonestar Taproot LLC
收件人：Michael DuFrayne，CRO
电子邮件：mdufrayne@dufraynellc.com

并抄送至：
Archer & Greiner, P.C.
收件人：Stephen M. Packman, Esq.
电子邮件：spackman@archerlaw.com

致买方：
CES Acquisitions LLC
收件人：Jimmy Martini Hut 8 Corp.Nader Pakfar，首席法律顾问，房地产
777 Brickell Ave, Floor 2 Miami, FL 33131 (jimmy.martini@hut8.com)

电子邮件：npakfar@crusoe.ai

并抄送至：
Andrew M. Carty Brown Rudnick LLP Seven Times Square New York, NY
10036 (acarty@brownrudnick.com)

Elkins Kalt Weintraub Reuben Gartside LLP
收件人：Michael I. Gottfried, Esq. (mgottfried@elkinskalt.com) 以及 Cole F. Nicholas, Esq.
(cnicholas@elkinskalt.com)

致托管代理：
Archer & Greiner, P.C.
收件人：Stephen M. Packman, Esq.
电子邮件：spackman@archerlaw.com

10。修订。除经本协议各方签署书面文件外，本协议不得变更、修改或终止，且其项下任何条款亦不得被放弃。

11。副本。本协议可签署若干份副本，所有已签署的副本应共同构成一份协议，对本协议各方均具有约束力，尽管并非所有方均在原件或同一副本上签字。
通过传真或通过电子邮件传输 Portable Document Format（.pdf）交换本协议、其任何修订、根据本协议要求的任何签字页，或本协议项下要求或预期的任何其他文件，应构成对该等文件的有效签署和交付，并可在一切目的上替代原件使用。

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Parties to notify Escrow Agent and the other Parties in writing of any name or address changes. Communications shall be deemed to have been given on the date received.

Notices to Seller:
Lonestar Dream Inc.
Lonestar Taproot LLC
Attn: Michael DuFrayne, CRO
Email: mdufrayne@dufraynellc.com

and a copy to:
Archer & Greiner, P.C.
Attn: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com

If to Buyer:
CES Acquisitions LLC
Attn: ~~Jimmy Martini Hut 8 Corp.~~Nader Pakfar, General Counsel, Real Estate
~~777 Brickell Ave, Floor 2 Miami, FL 33131 (jimmy.martini@hut8.com)~~

Email: npakfar@crusoe.ai

With a copy to:
~~Andrew M. Carty Brown Rudnick LLP Seven Times Square New York, NY 10036 (acarty@brownrudnick.com)~~

Elkins Kalt Weintraub Reuben Gartside LLP
Attn: Michael I. Gottfried, Esq. (mgottfried@elkinskalt.com) and
Cole F. Nicholas, Esq. (cnicholas@elkinskalt.com)

If to Escrow Agent:
Archer & Greiner, P.C.
Attention: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com

10. Amendments. This Agreement may not be changed, modified or terminated, nor may any provision hereunder be waived, except by an instrument executed by the parties hereto.

11. Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. The exchange of copies of this agreement, any amendments hereto, any signature pages required hereunder or any other documents required or contemplated hereunder by facsimile or via email transmission in Portable Document Format (.pdf) shall constitute effective execution and delivery of same as to the parties thereto and may be used in lieu of the original documents for all purposes.

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12。适用法律。本协议应依纽约州法律解释并据其执行。

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12. Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

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兹此为证，双方已于上述首次写明之日期正式签署本协议。
卖方：
LONESTAR DREAM INC.
签署：
姓名：Kathy Zhang
职务：首席运营官
LONESTAR TAPROOT LLC
签署：
姓名：Kathy Zhang
职务：首席运营官
买方：
RAPTOR BASINCES ACQUISITIONS LLC
签署：
姓名：
职务：
[签字续见下一页]
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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first written above.

SELLER:

LONESTAR DREAM INC.

By: _____
Name: Kathy Zhang
Title: COO

LONESTAR TAPROOT LLC

By: _____
Name: Kathy Zhang
Title: COO

BUYER:

~~RAPTOR BASIN~~CES ACQUISITIONS LLC

By: _____
Name:
Title:

[Signatures continue on following page]

~~4926-3188-8852, v. 2~~4921-8022-7027, v. 6

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托管代理：
Archer & Greiner, P.C.
签署：
姓名：Stephen M. Packman
职务：合伙人
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4926-34188-8852,-v.2492 1-8022-7027, v. 6

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ESCROW AGENT:

Archer & Greiner, P.C.

By: _____
Name: Stephen M. Packman
Title: Partner

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~~**EXHIBIT H**~~

~~**FIRST AMENDED ASSET PURCHASE AGREEMENT**~~

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第一修订资产购买协议（TARBUSH）

本第一修订资产购买协议（“第一修订协议”）于2026年8月24日签订（“生效日期”），由以下各方订立：
LONESTAR DREAM INC.，一家特拉华州公司（“卖方1”）与 LONESTAR
TAPROOT LLC，一家特拉华州有限责任公司（“卖方2”与卖方1合称“卖方”，单称“卖方”），以及 THOR CALAP, LLC，一家特拉华州有限责任公司，代表其自身及其任何指定受让人（统称“买方”，并与卖方合称“各方”，单称“一方”）。本文未定义的首字母大写术语，均按下述协议中的定义解释，并通过引用并入本文。

鉴于条款

鉴于，卖方与买方已签署并订立一份资产购买协议（“协议”），日期为2026年7月22日。

鉴于，根据该协议的条款，卖方同意向买方出售，而买方同意从卖方购买该协议中定义并附于该协议的购买资产。

因此，基于以下约定、陈述、保证及协议以及其他良好且有价值的对价，其收讫及充分性在此予以确认，并意在使其具有法律约束力，卖方和买方同意如下：

1。协议依照本文所述予以修订。除本文所述外，协议的任何条款或规定均未被修订、修改或废止。

2。协议第1.6节所载购买价提高至$37,750,000，原因在于买方同意支付根据卖方与 DBR Land, LLC 之间和解协议项下和解付款的$750,000。

3。卖方及买方特此将随附于本协议并作为附件“A”的卖方与买方之间的赔偿协议之条款和规定并入本协议及本第一修订协议，并且卖方与买方同意该等条款和规定，视同其在本文中已全文列明。

4。卖方同意及时向买方提供 Delaware Basin
Ranches Inc. 出具的、采用随附于本协议并作为附件“B”的格式的已签署禁止反言证明（“DBR 禁止反言证明”），并且，作为买方就完成本协议所涉交易之义务的条件，已签署的 DBR 禁止反言证明应至少在根据本协议交割前十(10)个营业日提供给买方。

5。协议第10.8节至第10.23节的条款和规定通过引用并入本文，视同在此完整列明，但该等

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FIRST AMENDED ASSET PURCHASE AGREEMENT (TARBUSH)

THIS FIRST AMENDED ASSET PURCHASE AGREEMENT ("First Amended Agreement"), dated as of August 24, 2026 (the "Effective Date"), is made by and between LONESTAR DREAM INC., a Delaware corporation (the "Seller 1") and LONESTAR TAPROOT LLC, a Delaware limited liability company (the "Seller 2" together with Seller 1, each a "Seller" and collectively, the "Sellers"), and THOR CALAP, LLC, a Delaware Limited Liability Company, for itself and any designees (collectively, the "Buyer" and, together with Seller, collectively, the "Parties" and, individually, a "Party"). Capitalized terms not defined herein are defined in the Agreement below, which definitions are incorporated herein by reference.

RECITALS

WHEREAS, Sellers and Buyer executed and entered into an Asset Purchase Agreement ("Agreement"), dated as of July 22, 2026.

WHEREAS, pursuant to the terms of the Agreement, Sellers agreed to sell and Buyer agreed to purchase from Sellers the Purchased Assets, as defined in and attached to the Agreement.

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

1. The Agreement is amended as set forth herein. No term or provision of the Agreement is amended, modified or abrogated except as set forth herein.

2. The Purchase Price set forth in section 1.6 of the Agreement is increased to $37,750,000 on account of Buyer's agreement to pay $750,000 of the Settlement Payment under the settlement agreement between Sellers and DBR Land, LLC.

3. The terms and provisions of the Indemnity Agreement between Sellers and Buyer annexed hereto as Exhibit "A" are hereby incorporated into the Agreement and this First Amended Agreement, and are agreed to by Sellers and Buyer, as if full set forth at length herein.

4. Seller agrees to promptly provide Buyer with an executed estoppel certificate in the form of that annexed hereto at Exhibit "B" (the "DBR Estoppel") from Delaware Basin Ranches Inc., and that it shall be a condition to the Buyer's obligation to close the transaction that is the subject of the Agreement that the executed DBR Estoppel is provided to Buyer at least ten (10) Business Days prior to the closing under the Agreement.

5. The terms and provisions of Section 10.8 through Section 10.23 of the Agreement are incorporated by reference as if fully set forth herein, except that all references in such

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4926-3188-8852,-v-24921-8022-7027, v. 6

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~~Sections, as so incorporated by reference, to the "Agreement" are hereby replaced by references to this First Amended Agreement.~~

~~[Remainder of Page Intentionally Left Blank – Signatures on Following Page(s)]~~

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兹证明，各方已于上文首次写明之日期正式签署本第一修订协议。

卖方：

Lonestar Dream Inc.
签字：_____
姓名：Kevin Pan
职务：首席执行官
卖方：
Lonestar Taproot LLC
签字：_____
姓名：Kevin Pan
职务：Lonestar Dream Inc. 的首席执行官，
Lonestar Taproot LLC 的唯一成员
买方：THOR CALAP LLC
代表其自身及其指定受让人
签字：_____
姓名：Morris Missry
职务：获授权签字人

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~~**IN WITNESS WHEREOF**, the Parties have duly executed this First Amended Agreement as of the date first written above.~~

~~**SELLER:**~~

~~**Lonestar Dream Inc.**~~
~~By: _____~~
~~Name: Kevin Pan~~
~~Title: CEO~~
~~**SELLER:**~~
~~**Lonestar Taproot LLC**~~
~~By: _____~~
~~Name: Kevin Pan~~
~~Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC~~
~~**BUYER: THOR CALAP LLC**~~
~~on behalf of itself and its designees~~
~~By: _____~~
~~Name: Morris Missry~~
~~Title: Authorized Signatory~~

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第一份修订资产购买协议（Tarbush）的附件A

买方赔偿协议

卖方，LONESTAR DREAM INC. 和 LONESTAR TAPROOT LLC（合称“卖方”）与 THOR CALAP LLC（“买方”）于 2026年8月24日 同意受本《买方赔偿协议》（“赔偿协议”）的条款和规定约束，包括但不限于将其作为附件并入 Tarbush APA。

1。买方进入并进入 Tarbush Property 的权利明确以以下事项为条件，并受其约束：除其他外，买方同意按照本协议所载条款和条件，对卖方及卖方的破产财产、各自关联方、合伙人、股东、高级职员、成员、董事、代理人和雇员，以及其各自的权利承继人和受让人，包括任何债权人信托、计划信托和/或受信继任者（统称“卖方受赔偿方”，且各自为“卖方受赔偿方”）进行赔偿、抗辩并使其免受损害。买方同意，就因买方及其代理人、雇员、承包商、受邀人或被许可人（统称“买方代表”）在 Tarbush Property 内及其上开展活动而造成的任何及全部请求、留置权、 দাবি求、损失、损害（不包括间接损害、惩戒性损害、惩罚性损害和特殊损害，除非第三方向某一卖方受赔偿方主张该等损害）、责任、诉讼、诉因、判决、费用和支出（包括合理律师费和法律费用），对卖方受赔偿方进行赔偿、抗辩并使其免受损害，其中包括但不限于：(i) 买方移除位于 Tarbush Property 的所购资产；(ii) 按照该份日期为十一月 234、2021 的《期限地表使用协议》第 4(b) 段，恢复已移除所购资产所在的 Tarbush Property 部分，该协议经日期为 2024年1月1日 的《期限地表使用协议第 1 号修正案》修改和修订（该协议经如此修改和修订后，称为“TSUA”），该协议由卖方与 DBR Land, LLC（“DBR”）签订；以及 (iii) 如移除所购资产及买方或买方

代表在 Tarbush Property 上的其他活动因适用的成文法、法律、法典、规则、规章、命令以及行使管辖权的政府或准政府机构的法令或命令所规制的物质或 substances 而对 Tarbush Property 造成任何污染（统称“环境法”），且该等物质或 substances 具有毒性或以其他方式对人类健康或环境构成风险（统称“危险物质”），则应按 TSUA 第 3(c) 节要求，对该等危险物质进行全部修复，并依环境法进行恢复。买方对卖方受赔偿方的赔偿义务包括但不限于因买方代表，或其中任何一人，造成的人身伤害、死亡或财产损失所产生的索赔。买方的赔偿责任不包括因卖方或任何其他卖方受赔偿方的过失或故意不当行为而产生的任何该等损失，亦不包括仅仅在 Tarbush Property 上发现任何既有状况或潜在缺陷，而该状况或缺陷并未因买方而加剧。

2。买方同意，其进入 Tarbush Property 及在其上的活动受 TSUA 条款和条件约束，包括但不限于适用于移除位于 Tarbush Property 的所购资产的条款和条件。此外，买方同意：(i) 恢复已移除所购资产所在的 Tarbush Property 部分

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EXHIBIT A to First Amended Asset Purchase Agreement (Tarbush)

INDEMNITY AGREEMENT OF BUYER

Sellers, LONESTAR DREAM INC. and LONESTAR TAPROOT LLC (collectively, "Sellers") and THOR CALAP LLC ("Buyer"), agree, as of August 24, 2026, to the terms and provisions of this Indemnity Agreement of Buyer ("Indemnity Agreement"), including but not limited to attachment of it to the Tarbush APA as an Exhibit thereto.

1. Buyer's access to and entry upon the Tarbush Property is expressly conditioned upon and subject to, *inter alia*, Buyer's agreement, on the terms and conditions set forth herein, to indemnify the Sellers and Sellers' bankruptcy estates, respective affiliates, partners, shareholders, officers, members, directors, agents and employees and their successors in interest and assigns, including any creditor trust, plan trust and/or fiduciary successor (collectively, "Seller Indemnified Parties", and each a "Seller Indemnified Party"). Buyer agrees to indemnify, defend, and hold harmless the Seller Indemnified Parties from and against any and all claims, liens, demands, losses, damages (excluding consequential, exemplary, punitive and special damages, unless asserted against a Seller Indemnified Party by a third party), liabilities, lawsuits, causes of action, judgments, costs, and expenses (including reasonable attorneys' fees and legal costs) caused by the Buyer's and its agents, employees, contractors, invitees or licensees (collectively, the "Buyer Representatives") activities in and upon the Tarbush Property, including but not limited to, (i) Buyer's removal of the Purchased Assets located at the Tarbush Property, (ii) the restoration of the portion of the Tarbush Property from which the Purchased Assets are removed as required by Paragraph 4(b) of that certain Term Surface Use Agreement dated November 234, 2021, as modified and amended by that certain Amendment No. 1 to Term Surface Use Agreement dated January 1, 2024 (such agreement, as so modified and amended, the "TSUA") between Seller and DBR Land, LLC ("DBR"), and (iii) in the event the removal of the Purchased Assets and other activities of Buyer or Buyer Representatives on the Tarbush Property cause any contamination of the Tarbush Property by materials or substances regulated under applicable statutes, laws, codes, rules, regulations, orders and degrees of governmental or quasi governmental authorities exercising jurisdiction (collectively, "Environmental Laws") as toxic or otherwise posing a risk to human health or the environment (collectively, "Hazardous Substances"), all remediation of such Hazardous Substances and restoration under Environmental Laws required under Section 3(c) of the TSUA. The indemnity obligation from Buyer to the Seller Indemnified Parties includes, but is not limited to, claims for personal injury, death, or property damage caused by the Buyer Representatives, or any of them. Buyer's indemnity shall exclude any such loss arising from the negligence or willful misconduct of Sellers or any other Seller Indemnified Party or the mere discovery of any pre-existing condition or latent defect on the Tarbush Property which is not exacerbated by Buyer.

2. The Buyer agrees that its access to and activities upon the Tarbush Property are subject to the terms and conditions of the TSUA, including, without limitation, those applicable to the removal of the Purchased Assets located at the Tarbush Property. In addition, Buyer agrees to (i) restore the portion of the Tarbush Property from which the Purchased Assets

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按 TSUA 第4(b)节要求移除，并且 (iii) 如移除已购资产以及买方或买方代表在 Tarbush 物业上的其他活动导致 Tarbush 物业因危险物质而受到污染，则按 TSUA 第3(c)节要求承担的全部危险物质治理以及环境法下的修复。买方同意，不得因其对 Tarbush 物业的进入及其上的活动而违反 TSUA 的条款和条件。买方应自费按事故发生制维持商业综合责任保险，每次事故最低保额为$10,000,000，累计保额为$10,000,000。该等保单应将卖方获赔方列为附加被保险人，并在进入 Tarbush 物业之前向卖方获赔方提供保险证明。此外，买方应促使买方或买方代表聘用或代表其行事并进入 Tarbush 物业的任何承包商、起重工、代表和代理人按 TSUA 要求维持保险。买方对卖方获赔方在本赔偿协议项下的义务，绝不因所需保险的承保金额或该等保险项下可获得的金额而受到限制。

3。买方同意：(i) 卖方与 DBR 之间《约定及同意令》（“DBR 和解令”）中的下列条款，以及 (ii) 将下述第6段中的赔偿及其他义务纳入破产法院批准向买方出售已购资产的命令（“出售令”）中：

a. (4) 已购资产的买方（“买受人”）与债务人自 Tarbush 出售交割之日起有九(9)个月时间（或者，如 Tarbush 出售交割未在2026年11月30日之前发生，则自向 DBR 支付和解款之日起有九(9)个月时间）从该土地上移除资产及任何其他剩余财产（水井及相关设备除外），并按 TSUA 要求对场地进行修复。买受人和债务人的修复义务不适用于淡水井及其运行所需的相关改良设施。除非双方同意由买受人向 DBR 支付某一金额以豁免移除水泥垫板的修复义务，否则买受人和债务人有义务移除并修复该土地上的水泥垫板；该金额将以 DBR 就移除该等垫板取得的第三方报价为基础；并且

b. (6) 出售令必须以附于《第一份修订资产购买协议》（Tarbush）作为附件 A 的买方赔偿协议的形式，规定买受人有义务就对 DBR 财产的任何损害向 DBR 作出赔偿，包括该土地，或就为移除资产、剩余财产和/或修复土地而代表买受人工作的人员所受损害作出赔偿；该等损害发生于交割之前及移除和修复过程中。

4。在买方对 Tarbush 物业的进入和使用完成后，包括移除全部已购资产后，买方同意并应将已购资产被移除的 Tarbush 物业区域恢复至其原始

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~~are removed as required by Section 4(b) of the TSUA, and (iii) in the event the removal of the Purchased Assets and other activities of Buyer or Buyer Representatives on the Tarbush Property cause any contamination of the Tarbush Property by Hazardous Substances, all remediation of such Hazardous Substances and restoration under Environmental Laws required under Section 3(c) of the TSUA. Buyer agrees not to breach the terms and conditions of the TSUA in connection with its access to and activities upon the Tarbush Property. The Buyer shall, at its sole cost and expense, maintain Commercial General Liability insurance, on an occurrence basis, with a minimum limit of $10,000,000 per occurrence, $10,000,000 in the aggregate. Such policy or policies shall name the Seller Indemnified Parties as additional insureds and provide a Certificate of Insurance to the Seller Indemnified Parties prior to entering upon the Tarbush Property. In addition, Buyer shall cause any contractors, riggers, representatives and agents engaged by or on behalf of the Buyer or Buyer Representatives and entering upon the Tarbush Property to maintain insurance as required under the TSUA. Buyer's obligations to the Seller Indemnified Parties under this Indemnity Agreement are in no way limited by the coverage amount(s) of the required insurance or the amounts available under such insurance.~~

~~3.~~ ~~Buyer agrees to (i) the following provisions of the Stipulation and Agreed Order ("DBR Settlement Order") between Sellers and DBR and (ii) the inclusion of the indemnity and other obligations herein and in paragraph 6 of the DBR Settlement Order set forth below, in the Order of the Bankruptcy Court approving the sale of the Purchased Assets to Buyer ("Sale Order"):~~

~~a. (4) The purchaser of the Purchased Assets (the "Purchaser") and Debtors will have nine (9) months from the closing of the Tarbush sale (or, if the Tarbush sale closing does not occur prior to November 30, 2026, nine (9) months from the date that the Settlement Payment is made to DBR) to remove the Assets and any other Remaining Property from the Land (other than the water well and associated equipment) and to remediate the site as required in the TSUA. Purchaser's and Debtors' remediation obligations will not apply to the freshwater well and the related improvements for its operation. Purchaser and Debtors will be obligated to remove and remediate the cement pads on the Land unless the parties agree on an amount for Purchaser to pay to DBR to waive the remediation obligation for removal of the cement pads, the amount for which will be based on third party bids obtained by DBR for the removal of the pads; and~~

~~b. (6) The Sale Order must include an obligation of the Purchaser to indemnify DBR for any damages to DBR's property in the form of the Indemnity Agreement of Buyer attached as Exhibit A to the First Amended Asset Purchase Agreement (Tarbush), including the Land, or to personnel working on behalf of Purchaser for the removal of the Assets, the Remaining Property, and/or remediation of the Land that occur prior to Closing and during the removal and remediation process.~~

~~4.~~ ~~Upon completion of Buyer's access to and use of the Tarbush Property, including removal of all Purchased Assets, Buyer agrees to and shall restore the areas of the Tarbush Property from which the Purchased Assets were removed to their original~~

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状态，并按照 TSUA 第4(b)节要求，由买方自费承担。

5。本赔偿协议项下买方的赔偿及其他附加义务，在依据 DBR 和解令授予买方的进入权终止或届满后仍继续有效，并构成买方在 Tarbush APA 交割后持续承担、经同意的对卖方义务；Tarbush APA 的条款和规定在此并入作为参考。

6。尽管本赔偿协议或 Tarbush APA 中有任何相反规定：(i) 买方无义务恢复除其或买方代表移除已购资产的 Tarbush 物业部分以外的任何其他部分；(ii) 买方无义务移除或修复任何并非由买方或买方代表造成的危险物质或危险物质污染；以及 (iii) 买方对危险物质不承担任何责任，但因买方或买方代表造成其存在的危险物质，以及因危险物质造成的污染除外。尽管本赔偿协议中有任何相反规定，买方将对在买方或买方代表于 Tarbush 物业开展其适用活动之前已向买方书面披露的既有危险物质，或若买方或买方代表已按照行业标准的谨慎和惯例行事本可发现的既有危险物质承担责任，但仅限于其因买方或买方代表进入 Tarbush 物业或在其上的活动而被加剧的范围。

[页面其余部分故意留白——签字见下页]

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4926-3188-8852，v. 24921-8022-7027，v. 6

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condition, as required under Section 4(b) of the TSUA, at the Buyer's sole cost and expense.

5. The indemnity and additional obligations of Buyer under this Indemnity Agreement shall survive termination or expiration of the access rights granted to Buyer pursuant to the DBR Settlement Order and constitute a continuing, agreed obligation of Buyer to Seller subsequent to closing of the Tarbush APA; the terms and provisions of the Tarbush APA are incorporated herein by reference.

6. Notwithstanding anything under this Indemnity Agreement or the Tarbush APA to the contrary, (i) Buyer shall not be obligated to restore any portions of the Tarbush Property other than the portions of the Tarbush Property from which the Purchased Assets are removed by Buyer or the Buyer Representatives, (ii) Buyer shall have no obligation to remove or remediate any Hazardous Substances or contamination by Hazardous Substances the presence of which was not caused by Buyer or the Buyer Representatives, and (iii) Buyer shall not have any liability with respect to Hazardous Substances other than Hazardous Substances, and contamination by Hazardous Substances, the presence of which was caused by Buyer or the Buyer Representatives. Notwithstanding anything in this Indemnity Agreement to the contrary, Buyer will be responsible for pre existing Hazardous Substances that are disclosed to Buyer in writing prior to Buyer or the Buyer Representatives conducting their applicable activities at the Tarbush Property, or that Buyer or the Buyer Representatives would have discovered if it or the Buyer Representatives had exercised industry standard care and practice, to the extent they are exacerbated by Buyer's or the Buyer's Representatives access to or activities upon the Tarbush Property.

[Remainder of Page Intentionally Left Blank – Signatures on Following Page(s)]

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~~**SELLER:**~~
~~**LONESTAR DREAM INC.**~~
~~By: _____~~
~~Name: Kevin Pan~~
~~Title: CEO~~
~~**SELLER:**~~
~~**LONESTAR TAPROOT LLC**~~
~~By: _____~~
~~Name: Kevin Pan~~
~~Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC~~
~~**BUYER:**~~
~~**THOR CALAP LLC**~~
~~on behalf of itself and its designees~~
~~By: _____~~
~~Name: Morris Missry~~
~~Title: Authorized Signatory~~

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作为经修订资产购买协议（Tarbush）的附件B

DBR 不反悔声明

840 Gessner，100号套房

休斯顿，德克萨斯州 77024

2026年8月25日

Thor CALAP, LLC
c/o Thor Equities, LLC
25 西39th街
纽约，NY 10018
事由：4143 US Hwy 285，Fort Stockton（Pecos County），TX 79735

尊敬的女士们、先生们：

兹提及某项《主租赁》，其生效日期为 2021年10月15日（“主租赁”），由 Delaware Basin Ranches Inc.（及其继受人和受让人统称“DBR Inc.”）作为出租人，DBR Land LLC（及其继受人和受让人统称“DBR Land”）作为承租人；以及某项日期为 2021年11月24日 的定期地表使用协议（“TSUA”），由 DBR Land 作为出让人，Lonestar Dream Inc.（及其继受人和受让人统称“Lonestar”）作为承租人签订。

DBR Inc. 特此向 Thor CALAP, LLC 及其投资者和贷款人，以及其各自的继受人和受让人（统称“Thor”）证明并确认：（i）在 DBR Inc. 与 DBR Land 之间，DBR Land 拥有并且现拥有签订 TSUA 及履行其项下义务的一切授权和权利；并且（ii）主租赁中的任何内容均不与 TSUA 的任何条款和规定相抵触，亦不妨碍或以其他方式干扰 DBR Land 履行其在 TSUA 项下的契约和义务，或 Lonestar 在 TSUA 之下及就 TSUA 所享有的权利和救济。

DBR Inc. 进一步承认并同意，Thor 在决定是否与 Lonestar 就 TSUA 进行交易时，将依赖 DBR Inc. 在此作出的证明；并且 DBR Inc. 在此被禁止对 Thor 提出任何与该等证明相矛盾的主张或事实性主张。

Delaware Basin Ranches Inc.
签字：_____
姓名：Harrison Bolling
职务：
执行副总裁，总法律顾问

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4926-3188-8852, 第24921-8022-7027卷，第6版

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EXHIBIT B to First Amended Asset Purchase Agreement (Tarbush)

DBR ESTOPPEL

840 Gessner, Suite 100

Houston, Texas 77024

August 25, 2026

Thor CALAP, LLC
c/o Thor Equities, LLC
25 West 39th Street
New York, NY 10018

Re: 4143 US Hwy 285, Fort Stockton (Pecos County), TX 79735

Dear Ladies and Gentlemen:

Reference is made to that certain Master Lease, effective as of October 15, 2021 (the "Master Lease"), by and between Delaware Basin Ranches Inc. (together with its successors and assigns, "DBR Inc."), as lessor, and DBR Land LLC (together with its successors and assigns, "DBR Land"), as lessee, and that certain Term Surface Use Agreement dated November 24, 2021 (the "TSUA"), by and between DBR Land, as grantor, and Lonestar Dream Inc. (together with its successors and assigns, "Lonestar"), as lessee.

DBR Inc. hereby certifies and confirms to Thor CALAP, LLC and its investors and lenders, and their respective successors and assigns (collectively, "Thor"), that (i) as between DBR Inc. and DBR Land, DBR Land had and has all authority and right to enter into the TSUA and to perform its obligations thereunder, and (ii) nothing in the Master Lease contradicts any of the terms and provisions of the TSUA or prevents or otherwise interferes with DBR Land's performance of its covenants and obligations under the TSUA, or Lonestar's rights and remedies under and with respect to the TSUA.

DBR Inc. further acknowledges and agrees that Thor will be relying upon DBR Inc.'s certifications herein in determining whether to enter into a transaction with Lonestar involving the TSUA, and that DBR Inc. is hereby estopped from making any claim or asserting any factual claims against Thor that contradicts such certifications.

Delaware Basin Ranches Inc.
By: _____
Name: Harrison Bolling
Title:
EVP, General Counsel

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摘要报告：
Litera Compare for Word 11.13.0.54 文档比较于
9/25/2026 8:48:05 下午完成
样式名称：默认样式
智能表格比较：启用
原始 DMS：nd://4926-3188-8852/2/APA - Tarbush（Raptor Basin LLC）-
9.21.26 - 用于标注一致版.docx
修改后 DMS：nd://4921-8022-7027/6/Crusoe.Poolin - Tarbush APA.docx
更改：
新增 158
删除 226
移出来源 0
移至 0
表格插入 0
表格删除 0
表格移至 0
表格移出自 0
嵌入图形（Visio、ChemDraw、图像等） 0
嵌入 Excel 0
格式更改 0
更改总数：384

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Summary report: **Litera Compare for Word 11.13.0.54 Document comparison done on 9/25/2026 8:48:05 PM**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4926-3188-8852/2/APA - Tarbush (Raptor Basin LLC) - 9.21.26 - Conformed for Markup.docx	
Modified DMS: nd://4921-8022-7027/6/Crusoe.Poolin - Tarbush APA.docx	
Changes:	
Add	158
~~Delete~~	226
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	384

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资产购买协议

本《资产购买协议》（“协议”）系于九月21[_]、2026（“生效日”）由以下各方订立：LONESTAR DREAM INC.，一家特拉华州公司（“卖方1”）以及 LONESTAR TAPROOT LLC，一家特拉华州有限责任公司（“卖方2”与卖方1合称“卖方”，统称“各卖方”），并由 MESQUITE FALCONCES ACQUISITIONS LLC，一家特拉华州有限责任公司（为其自身及其指定受让人，统称“买方”，并与卖方合称“各方”，单独称“一方”）订立。本协议中使用的大写术语，其含义均以本文规定为准。

陈述条款

鉴于，卖方在下文所列 Pyote Property 处从事包括加密货币挖矿和托管业务在内的业务（“业务”）2026年7月10日。

鉴于，卖方为位于3072 FM 1927、德克萨斯州 Ward County 的 Pyote, TX 79777的某项不动产的所有人（该不动产称为“Pyote Property”）。

鉴于，卖方为位于 Pyote Property 的某些动产、设备及其他资产的所有人，且该等资产列于随附的附件“A”（与 Pyote Property 合称“购买资产”）。

鉴于，2026年7月22日（“申请日”），卖方根据《美国破产法典》第11章，自愿提起案件，11 U.S.C. §§ 101等（“破产法典”），在美国新泽西州破产法院（“破产法院”）（“破产案件”）中进行。

鉴于，在根据竞价程序和竞价程序命令就购买资产（定义见本协议）收到任何更高且更优报价的前提下，卖方希望向买方出售，且买方希望自卖方处购买购买资产，且该等交易应依据本协议以及破产法典第105、363及365条进行。

鉴于，本协议的签署与交付，以及卖方完成本协议所述交易的能力，均以签发《出售批准命令》为前提。

因此，鉴于上述相互承诺、陈述、保证及协议，以及其他有价值对价的收取与充分性均在此予以确认，并意在使双方受法律约束，兹约定如下：

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ASSET PURCHASE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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第一条

资产及不动产的出售

I.1 Purchased Assets 的出售。

(a) 在交割日，且受本协议所载条款、条件及排除事项（包括但不限于第1.3节）以及本文定义的允许留置权的约束下，各卖方应出售、转让、让与、转移并交付卖方对 Purchased Assets 所有的全部权利、所有权及权益，且该等 Purchased Assets 以及各卖方在交割日之前及截至交割日已产生、存在或应计的任何及全部利益、请求权、义务、权利、负担、质押及留置权，无论是直接还是间接、绝对还是或有、已成立还是未成立、已知或未知、已到期或未到期、已清算或未清算，无论是依据协议、谅解、法律、衡平法、法规或其他方式产生或施加，且无论是在申请日前、申请日当日还是之后产生，包括依据继受责任、事实合并或实质延续原则否则产生的请求权或责任，或依据任何法律或命令产生的责任或义务（统称“留置权”），均应无任何及全部权益负担而自由转让给买方。

(b) Purchased Assets 包括卖方的以下资产：

(i) Pyote Property 以及随附附件“A”所列其他资产；

(ii) 与 Pyote Property 相关的电力权利；

(iii) 随附附件“B”所列那些待履行合同（“Contracts”）以及动产和商业不动产租赁（“Leases”）项下的全部权利。本文中，Contracts 和 Leases 有时统称为“Assumed Contracts”，单独称为“Assumed Contract”；但前提是，买方可在交割前任何时间将任何 Assumed Contracts 自附件“B”中删除。删除后，该等 Contracts 或 Leases 不再构成 Assumed Contract；

(iv) 现有保险单项下的全部索赔，范围以该等保单可就 Purchased Assets 提供保险或抗辩为限；

(v) 卖方就 Purchased Assets 相关的任何及全部可转让的联邦、州、地方及外国政府许可、授权和批准；

(vi) 与 Purchased Assets 有关文件的副本。

I.2 转让文件。

(a) 于交割时，卖方应向买方交付 Purchased Assets 的占有，并将全部 Purchased Assets 的清晰所有权转让给买方。

(b) 于交割时，卖方应向买方签署并交付一份出售证明书，以及为将 Purchased Assets 的良好且可市场流通的所有权转让、让与并转移给买方而合理必要的、适当的让与、转让及其他充分的转让和2
4934-0292-0148, v. 14914-1870-6899, v. 7

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ARTICLE I

SALE OF ASSETS AND REAL PROPERTY

I.1 Sale of Purchased Assets.

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

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

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

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

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

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

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

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

I.2 Instruments of Conveyance and Transfer.

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

(b) At the Closing, Seller shall execute and deliver to Buyer a bill of sale and such endorsements, assignments, and other good and sufficient instruments of conveyance and

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转让，使其足以将被购买资产的良好且可出售的所有权转移、让与并转让给买方，并使其不受任何及一切留置权的约束，但允许留置权除外。

(c) 在交割时，卖方应依照德克萨斯州类似交易中通常使用并经买方批准且由买方拟定的特别保证契据（“保证契据”），将 Pyote Property 转让给买方，并以买方合理认为为使卖方将其对 Pyote Property 的良好且可出售的所有权转移、让与并转让给买方所需的其他背书、转让及其他正式且充分的转让和交付文书完成转让，该等产权不受任何及一切留置权的约束，但允许留置权除外。

I.3 排除资产。被购买资产应排除附件“C”所列明的卖方的全部资产和权益（统称“排除资产”）。

I.4 承担债务。自交割之时起，买方应承担并在到期时支付就承担合同应付的全部补正成本，以及买方已在书面中明确同意承担并载于附件“D”的卖方任何其他责任（统称“承担债务”）；但前提是，买方可在交割前任何时候将任何承担债务自附件“D”中删除。一经删除，该等责任即不再属于承担债务。

I.5 排除债务。尽管本协议中有任何相反规定，除本协议所列承担债务外，买方不承担、亦不以任何方式负有支付卖方任何种类的责任、义务或债务，无论其为已发生、确定、或有或其他，无论已知或未知，无论已到期或将到期，且不论其何时或由何人主张，包括但不限于以下各项（统称“排除债务”）：

(a) 卖方在本协议项下的任何责任，以及卖方除承担合同之外订立的任何其他协议（书面或口头）项下的任何责任。

(b) 卖方业务（“业务”）在交割前发生的任何责任；

(c) 任何应付给卖方的贷款人或债权人的本票，或欠其的任何其他款项；

(d) 卖方就任何税项承担的任何责任；

(e) 卖方的任何责任，若其因以下情形产生：(i) 违反或被指称违反任何联邦、州或外国法律，或任何政府实体的要求；(ii) 违反或被指称违反卖方的任何合同、协议、许可、承诺、文书、判决、命令或法令；(iii) 根据任何环境、健康与安全法律、法规和/或要求而产生；

(f) 卖方因任何个人受伤或死亡，或任何财产受损或被毁损而产生的任何责任，无论其是否基于过失、违反保证、严格责任、企业责任或任何其他法律或衡平法理论，且系因与已分销或以其他方式处置给3的产品（或其零件或组件）有关或由其引起；

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transfer as are reasonably necessary to transfer, convey, and assign good and marketable title to Buyer of the Purchased Assets, free and clear of any and all Liens except for Permitted Liens.

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

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

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

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

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

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

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

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

(e) any of Seller's liabilities (i) arising by reason of any violation or alleged violation of any federal, state, or foreign law, or any requirement of any Governmental Entity, (ii) arising by reason of any breach or alleged breach by Seller of any contract, agreement, license, commitment, instrument, judgment, order, or decree, (iii) arising under any environmental, health, and safety laws, regulations, and/or requirements;

(f) any liability of Seller arising out of the injury to or death of any individual, or damage to or destruction of any property, whether based on negligence, breach of warranty, strict liability, enterprise liability, or any other legal or equitable theory, and arising from or related to products (or parts or components thereof) distributed or otherwise disposed of or for

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源文本中存在重复/错字“Seller’sSeller’s”，译文已尽量按原文保留其可辨识含义。；部分数字、金额或标识仍需核对，请以官方原文为准；源文本中的“Thirty-SevenForty”系明显排印/分词错误，按可辨识含义译为“三千七百万美元”。；本页为修订对照稿；文字参考未完整保留删除与新增标记，不能据此判断最终有效条款，请核对随附原文彩图。

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由卖方提供的服务，前提是任何该等责任均系因截至交割日当日或之前发生或存在的事件、事实或情况而产生或源自该等事件、事实或情况所致，即使就此提起或提出任何程序或索赔的日期是在交割后；

(g) 卖方就任何当前或前员工，或被卖方雇用或聘请的任何一方，或依据任何员工福利或员工福利计划，因卖方在交割日前的行为而产生的任何费用或款项所负的任何责任，包括带薪休假、病假、法定假日工资、薪金、奖金、遣散费、工伤赔偿、福利、附加福利或任何种类的其他支付或责任，以及法律费用和开支；

(h) 卖方因就本协议或其交易的谈判、准备、批准或签署所产生的任何费用或收费而承担的任何责任或费用（包括卖方发生或被向其计收的律师费、会计费和经纪费）；

(i) 卖方因交割前的行为，或其高管、董事、股东、雇员、顾问、承包商、代理人或顾问的行为而产生的任何责任；以及

(j) 卖方的任何其他责任，但不包括已承担责任。

卖方承认其保留该等排除责任。

I.6 购买价。买方就购买资产应向卖方支付的购买价为三千七百万美元 ($37,000,000.0040,000,000)（“购买价”）。购买价应按如下方式支付：

(a) 一笔相当于购买价百分之七点五（7.5%）的定金，金额为二百七十五万美元 ($2,775,000.00)（并计入买方先前向卖方托管代理 Archer & Greiner 支付的资金，金额为$792,500.00三百万美元 ($3,000,000)），应由买方在签署本协议后五(5)日内支付给卖方（“善意定金”），该定金在交割前由卖方律师以计息托管账户方式保管（“托管代理”），并依据其形式和实质在合理程度上令买方和卖方均可接受的托管协议进行保管，该托管协议作为附件“I”随附于本协议（“托管协议”），直至交割；届时，该等资金（包括其所产生的任何利息）应按一美元对一美元的基础计入并抵扣购买价。除以下情形外，托管代理不得释放、转移、适用或以其他方式处分善意定金：(i) 于交割时，依照买方与卖方的共同书面指示；(ii) 根据买方与卖方签署的书面协议；或 (iii) 根据有管辖权法院作出的终局、不可上诉命令。托管代理无权也无权力决定善意定金的归属。除非双方另有约定，所有托管费用和成本均由卖方承担；

(b) 购买价余额应由买方在交割时支付给卖方（“交割付款”）；以及 4
4934-0292-0148, v. 14914-1870-6899, v. 7

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services performed by Seller, to the extent any of such Liabilities result from or arise out of events, facts, or circumstances occurring or existing on or prior to the Closing, notwithstanding that the date on which any Proceeding or Claim therefor is commenced or made after the Closing;

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

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

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

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

Seller acknowledges that it retains the Excluded Liabilities.

I.6 Purchase Price. The purchase price to be paid by Buyer to Seller for the Purchased Assets shall be ~~Thirty Seven~~Forty Million U.S. Dollars ($~~37,000,000.00~~40,000,000) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) A deposit of seven and one half percent (7.5%) of the Purchase Price in the amount of ~~Two Million, Seven Hundred and Seventy Five Thousand U.S. Dollars ($2,775,000.00) (with crediting for the funds previously deposited with Seller's escrow agent, Archer & Greiner, from Buyer in the amount of $792,500.00~~Three Million Dollars ($3,000,000) shall be paid by Buyer to Seller within five (5) days of signing this Agreement ("Good Faith Deposit"), to be held in an interest-bearing escrow account by Seller's counsel (the "Escrow Agent") and pursuant to an escrow agreement in form and substance reasonably acceptable to Buyer and Seller, attached hereto as **Exhibit "I"** (the "Escrow Agreement") until Closing, with the funds (including any interest earned thereon) to be applied to the Purchase Price on a dollar-for-dollar basis at Closing. The Escrow Agent shall not release, transfer, apply or otherwise dispose of the Good Faith Deposit except (i) at Closing, in accordance with joint written instructions from Buyer and Seller, (ii) pursuant to a written agreement executed by Buyer and Seller, or (iii) pursuant to a final, non-appealable order of a court of competent jurisdiction. The Escrow Agent shall have no discretion or authority to determine entitlement to the Good Faith Deposit. All escrow fees and costs shall be borne by Seller unless otherwise agreed by the parties;

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

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（c）善意保证金应按本文规定全额退还（并计息）。双方确认并同意，善意保证金不应被视为《破产法》项下的财产，卖方财产在《破产法》第5章或适用法律项下对善意保证金不享有任何种类的权益（衡平法上的或其他方面的），托管代理应依本协议以信托方式持有善意保证金。如买方购买已购资产且出售完成，则买方根据本协议条款支付的全部善意保证金款项（连同其产生的任何利息）应在交割时计入并抵扣购买价，并记入卖方名下。

I.7 购买价分配。购买价的分配应由买方在商业上可行的最早时间确定，但不得迟于交割后(180)一百八十日。双方在此同意，应以与该等分配一致的方式提交所有联邦、州和地方税务申报表及报告，并且任何一方均不会在任何行政或司法程序中，包括任何税务审计或税务程序，主张或维持与该等分配不一致的立场。

I.8 转让税。根据适用法律有义务支付与本协议所设想交易有关的任何及全部批量销售税、印花税、单据税、申报税、登记税、销售税、使用税、转让税、增值税或其他非所得税、费用或政府收费（“转让税”）的一方，应负责支付该方的转让税。根据适用法律有义务就上一句所述转让税提交任何税务申报表的一方，应准备并及时提交该等申报表。卖方应及时向买方提供与该等税务申报表有关的、买方合理要求的全部信息和文件，并应签署买方就此合理要求的任何文件。买方有权在卖方提交前合理提前收到该等税务申报表及其他文件，但不得少于该等税务申报表到期日前十 (10) 个营业日，并且该等税务申报表及其他文件须经买方批准，该批准不得被无理拒绝、拖延或附加条件。买方和卖方应配合，及时制作所有为遵守与支付转让税有关的适用法律而必要或适当的税务申报表、申报文件、报告、表格及其他文件，并应本着诚信合作，在适用法律允许的最大范围内尽量减少任何该等转让税的金额。卖方应采取买方合理要求的所有行动，以获得任何可用的转让税豁免、减免或退税。

I.9 分摊。交割发生当月的所有月度付款（“分摊费用”）（包括公用事业费用）应截至交割日由卖方和买方进行分摊和按比例分摊，其中：(i) 买方承担其应分摊费用的相应份额，该份额应等于下列乘积： (A) 一个分数，其分子为分摊费用金额、分母为交割发生当月的总天数，乘以 (B) 紧接交割日之前那一天之后的天数，并在卖方已于交割前支付该等分摊费用的范围内向卖方支付该金额；以及 (ii) 卖方承担该等分摊费用的剩余部分（并在卖方尚未

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

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

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

I.9 Proration. All monthly payments (the "Prorated Charges") for the month in which the Closing occurs (including utility charges) shall be apportioned and prorated between Seller and Buyer as of the Closing Date with (i) Buyer bearing the expense of Buyer's proportionate share of such Prorated Charges that shall be equal to the product obtained by multiplying (A) a fraction, the numerator being the amount of the Prorated Charges and the denominator being the total number of days in the month in which the Closing occurs, times (B) the number of days following the day that immediately precedes the Closing Date and paying such amount to Seller to the extent payment for such Prorated Charges has been made by Seller prior to the Closing, and (ii) Seller bearing the remaining portion of such Prorated Charges (and paying the amounts thereof to Buyer to the extent payment for such Prorated Charges has not

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此前已由卖方支付）。卖方应负责在交割前产生的任何及一切税费和评税，包括任何利息、罚金或费用，以及与将不动产转让给买方相关的任何转让税。买方应负责交割后产生的所有税费和评税。应由买方的产权公司（“产权公司”）编制的交割结算单应根据最近且可获得的税率和估值反映该等分摊。任何其他成本或费用（如有）应按照产权公司的通常做法在买方和卖方之间分配并向其收取。卖方应负责准备并交付所有由卖方提供文件的成本。买方应负责契据登记费用以及购买产权保险保单的成本。产权公司的交割费用应由买方支付。除本协议另有规定外，任何根据或就任何已购买资产或一组已购买资产支付或应支付的金额，均不得在卖方和买方之间进行分摊和按比例分配。

I.10 销售税。买方应负责并支付因本协议所设想的交易而产生且到期应付的任何及一切销售税。

I.11 产权承诺/测量。

(a) 在生效日期后五(5)日内，卖方应向买方交付：
(i) 与 Pyote Property 有关的所有现有业主产权保单和贷款人产权保单副本；(ii) Pyote Property 的所有现有测量图；以及 (iii) 卖方占有或控制的有关 Pyote Property 的所有工程、环境、岩土、湿地、地震、结构、分区及其他第三方报告。

(b) 买方应为 Pyote Property 取得一份产权承诺（“产权承诺”）。买方可就产权承诺或其任何修订、更新或延续中披露的任何产权事项，在2026年10月15日前以书面形式提出异议（“产权异议”）。卖方应在交割日或之前，就任何产权异议，尽合理最大努力移除影响 Pyote Property 的全部留置权、权利主张、负担、产权缺陷及其他产权例外，但不包括允许留置权，例如矿产权、通行权以及授予公共事业单位及燃气或电力设施的地役权，包括产权承诺任何更新中披露的项目；但允许留置权以及买方书面明确批准的那些产权异议除外。尽管有前述规定，卖方须致使以下事项在交割时被解除、清偿并从记录中删除：(i) 卖方在生效日期当日或之后，未经买方事先书面批准而针对 Pyote Property 自愿登记或以其他方式设定，或允许设定的任何产权缺陷；以及 (ii) 针对 Pyote Property 的、金额明确且可确定的任何抵押、信托契据、担保文件、融资报表或其他证明或担保债务、判决及留置权的文件，包括但不限于机械留置权、税收留置权以及房地产税、水费和下水道租金及税费，且在各情形下均已到期应付但截至交割仍未支付和/或仍有记录的项目（统称“强制移除产权项目”）。对于未获买方书面明确批准且及时提出的产权异议所涉及的任何产权例外，买方没有义务接受。

(c) 如卖方不能或不愿依照本协议在交割日或之前将 Pyote Property 的产权转让给买方，买方可自行选择：(i) 终止

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been previously made by Seller). Seller shall be responsible for any and all taxes and assessments, including any interest, penalties or fees, incurred prior to the Closing and any transfer taxes associated with the transfer of the Real Property to Buyer. Buyer shall be responsible for all taxes and assessments accruing after the Closing. The Closing statement to be prepared by Buyer's title company (the "Title Company") shall reflect such proration based on the most recent and available tax rate and valuation. Any other costs or expenses, if any, shall be allocated between and charged to Buyer and Seller in accordance with the Title Company's usual practices. Seller shall be responsible for the cost of the preparation and delivery of all documents to be furnished by Seller. Buyer shall be responsible for the cost of recording the deed and the cost of purchasing a title insurance policy. The Closing fee of the Title Company will be paid by Buyer. Except as set forth herein, no amounts paid or payable under or in respect of any Purchased Asset or group of Purchased Assets shall be apportioned and prorated between Seller and Buyer.

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

I.11 Title Commitment/Survey.

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

(b) Buyer shall obtain a title commitment for the Pyote Property (the ~~"~~"Title Commitment~~"~~"). Buyer may object ("Title Objection") in writing to any title matter disclosed in the Title Commitment or any amendment, update or continuation thereof through October 15, 2026. Seller shall, on or before Closing, with respect to a Title Objection, use its reasonable best efforts to remove all liens, claims, encumbrances, title defects and other title exceptions affecting the Pyote Property, excluding Permitted Liens such as mineral rights, rights of way and easements granted to public utilities and for gas or electric, including any disclosed in any update to the Title Commitment, except Permitted Liens and those Title Objections expressly approved in writing by Buyer. Notwithstanding the foregoing, Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing: (i) any title defects which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Pyote Property on or following the Effective Date (other than with the prior written approval of Buyer); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Pyote Property of a definite and ascertainable amount, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing (collectively, the "Mandatory Title Removal Items"). Buyer shall have no obligation to accept any title exception subject to a timely raised Title Objection not expressly approved by Buyer in writing.

(c) If Seller is unable or unwilling to convey title to the Pyote Property in accordance with this Agreement on or before Closing, Buyer may, at its sole option: (i) terminate

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本协议，并取回善意保证金，届时除那些在终止后明确继续有效的义务外，双方在本协议项下均不再承担任何进一步义务；或 (ii) 放弃该异议并继续交割，但不放弃本协议或适用法律下可获得的任何其他权利或救济。

(d) 卖方可以使用交割款项满足并解除强制性产权清除事项，但前提是产权保险公司就此类强制性产权清除事项或其他受产权异议约束的产权瑕疵签发不作例外的产权保单。

(e) 卖方应签署并交付买方或产权保险公司合理要求的所有宣誓书、解除文件、清偿函、补救文件及其他文书，以便签发一份业主产权保险单（“产权保单”），该保单应自交割时起对 Pyote Property 的简单费产权进行保险，且不附带任何留置权、权利主张、负担以及买方作为产权异议提出的产权例外，但不包括许可留置权以及本协议中明确批准并且另外由买方书面批准的事项。

(f) 如买方要求，且根据一项产权异议，卖方应尽商业上合理的努力取得并交付任何禁止反言证明、留置权豁免、从属协议、不干扰协议或与 Pyote Property 相关的其他文件，只要该等文件系买方或产权保险公司合理要求。

(g) 尽管本协议有任何相反规定，卖方应依据出售批准令转让 Pyote Property，在《破产法》授权的最大范围内，使其不附带任何留置权、权利主张、权益、负担及产权例外，但仅限于被提出为产权异议的事项，除非属于许可留置权或本协议中另有明确批准并且另外由买方书面批准的事项；所有该等留置权、权利主张和权益仅应依出售批准令所载明的范围附着于出售所得款项。

第二条

交割

II.1 交割。根据本协议拟进行之交易的完成（“交割”）应于 12 月 15or 2026年11月30日 之前，依照出售批准令进行（或于双方可能书面同意和/或破产法院命令的其他日期进行（如适用，且以破产法院根据《联邦破产程序规则》6004(h)作出认定为条件）（“交割日”））。在交割日前向买方发出书面通知后，卖方可将交割日延至 2027年1月14日（“一月交割日”），但购买价应减少 $75,000。在一月交割日前向买方发出书面通知后，卖方可将交割日延至 2027年2月13日（“二月交割日”），但购买价应额外减少 $150,000。在二月交割日前向买方发出书面通知后，卖方可将交割日延至 2027年3月15日（“三月交割日”），但购买价应额外减少 $250,000。除非双方另有书面约定，交割日不得延至三月交割日之后。

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this Agreement and receive the immediate return of the Good Faith Deposit, whereupon neither party shall have any further obligations hereunder except those that expressly survive termination; or (ii) waive such objection and proceed to Closing without waiving any other rights or remedies available under this Agreement or applicable law.

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

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

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

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

ARTICLE II

CLOSING

II.1 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place on ~~December 15~~or before November 30, 2026, pursuant to the Sale Approval Order (or on such other date as may be agreed by the Parties and/or ordered by the Bankruptcy Court (conditioned, if applicable, upon the Bankruptcy Court making a finding under Fed. R. Bankr. P. 6004(h)) (the "Closing Date")). ~~Upon written notice to Buyer prior to the Closing Date, the Sellers may extend the Closing Date to January 14, 2027 (the "January Closing Date"), provided that the Purchase Price shall be reduced by $75,000. Upon written notice to Buyer prior to the January Closing Date, the Sellers may extend the Closing Date to February 13, 2027 (the "February Closing Date"), provided that the Purchase Price shall be reduced by an additional $150,000. Upon written notice to Buyer prior to the February Closing Date, the Sellers may extend the Closing Date to March 15, 2027 (the "March Closing Date"), provided that the Purchase Price shall be reduced by an additional $250,000. Unless otherwise agreed to in writing by the Parties, the Closing Date shall not extend subsequent to the March Closing Date.~~

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II.2 卖方在交割时应向买方交付的文件。于交割时，卖方应向买方交付以下各项，且除允许留置权外，不附带任何留置权；所有上述文件均应由卖方正式授权并签署，并应在买方合理酌情认为可接受的情况下：

(a) 买入资产的占有；

(b) 一份买卖契据和/或买方可能认为必要的其他背书、转让及其他充分且适当的转让和移转文书，其形式应在合理上令买方满意，将买入资产的权利从卖方转移给买方，且不附带任何及所有留置权，除允许留置权外；

(c) 转让和承接协议；

(d) 以买方可接受的形式出具的宣誓书、证明及其他文件，用以证明代表卖方签署相关文件之人的权限；

(e) 业主产权宣誓书（“产权宣誓书”）、卖方居住地宣誓书（“卖方居住地宣誓书”）、经纪人宣誓书（“经纪人宣誓书”）、经纪人留置权豁免书（“经纪人留置权豁免书”）、1099-S证明（“1099-S证明”），以及如适用，预扣税豁免宣誓书（“豁免宣誓书”），其格式附于本协议作为附件“G-1”，并且，如卖方已留聘一名人员或实体（卖方雇员除外）管理 Pyote Property 或其任何部分，且未在产权宣誓书中纳入产权公司合理要求的用于在买受人的产权保单例外中省略可能存在之物业管理人留置权的此类证明，并且，如适用，还应提供物业管理人留置权豁免书（“物业管理人留置权豁免书”），该文件应由卖方及物业管理人正式签署，其格式附于本协议作为附件“G-2”。

(f) 买方、其律师或产权公司为依照本协议条款完成 Pyote Property 交割而可能合理要求的其他文件、文书或协议；

(g) 如果《出售批准令》未授权在最大程度上依据《破产法》第363条允许的范围内对所有留置权（除在交割后到期的任何从价税留置权，或买方在本协议中书面批准的任何其他例外，或法律另有要求者（统称“允许留置权”）外）无留置权出售，从而影响买入资产，则应就买入资产上所有留置权（允许留置权除外）提交买方可能必要且要求的解除和终止声明；但前提是，倘若《出售批准令》未授权在《破产法》第363条允许的最大程度上对所有留置权（允许留置权除外）无留置权出售，则本协议中的任何内容均不应强制买方继续进行交割；

(h) 可能为使卖方对买入资产享有的一切权利、所有权及权益归属于买方而合理要求的其他转让和移转文件；

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

(a) possession of the Purchased Assets;

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

(c) the Assignment and Assumption Agreement;

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

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

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

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

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

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

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

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

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

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

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

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

(a) the Closing Payment;

(b) the Assignment and Assumption Agreement;

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

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

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

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

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

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

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

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

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

(a) the Closing Payment;

(b) the Assignment and Assumption Agreement;

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

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

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

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第三条

卖方的陈述与保证

作为促使买方订立本协议的诱因，各卖方在此连带地向买方陈述并保证：截至生效日及截至交割日，如同该等陈述与保证已于交割日作出一样，具体如下：

III.1 组织和授权。卖方 1 为一家公司，且卖方 2 为一家有限责任公司，并且各卖方均已根据特拉华州法律正式设立、有效存续且信誉良好。本协议及卖方签署本协议已获得一切必要公司行动的正式授权。卖方已取得并目前维持其作为外国实体在其他所有司法辖区内开展业务所需的一切资格，而卖方财产的性质或其活动的性质要求其在该等司法辖区取得该等资格。
在破产法院作出《出售批准命令》后，卖方拥有签署并交付本协议以及完成本协议所拟进行交易的充分权力和授权。
在破产法院作出《出售批准命令》后，本协议构成卖方合法、有效且具有约束力的协议，并可依其条款强制执行。

III.2 政府批准。除第 7.2(c) 节所列破产法院的批准以及批准事项外，卖方签署、交付和履行本协议无需任何政府机构、机关或官员采取任何行动或向其提交任何文件；为完成本协议所拟进行的交易而使卖方取得、作出或给予的所有该等必要批准、授权、同意、通知和备案，均已在交割前正式取得、作出或给予，并在交割时应完全有效。不存在任何其他同意、批准、授权、命令、许可或备案要求会妨碍、延迟或损害卖方完成本协议所拟进行的交易或买方在交割后拥有或使用已购资产的能力。

III.3 不冲突。以作出《出售批准命令》为前提，卖方对本协议的签署、交付和履行不会且将不会：(a) 违反各卖方的组织文件；(b) 违反适用于各卖方或已购资产的任何适用法律或命令；(c) 导致与已购资产有关的任何重大合同项下的任何违约或违约事件；或 (d) 导致在已购资产上设定任何留置权，但允许留置权除外。

III.4 诉讼。除破产案件中披露的事项或附件“E”所列事项外，不存在针对卖方或影响已购资产的任何正在进行的诉讼、仲裁、调查或政府询问，或据卖方 III.5 所知，不存在任何受到威胁的此类事项，而该等事项合理预期会实质性损害已购资产或妨碍或延迟本协议所拟交易的完成。

10 已购资产的充分性及所有权。各卖方拥有，并且根据《出售批准命令》且在交割时，买方将取得对已购资产的良好、有效且可转让的市场化所有权，且不附带任何留置权，但买方根据本协议明示承担的允许留置权除外。卖方对以下财产拥有良好且有效的所有权，

4934-0292-0148, v. 14914-1870-6899, v. 7

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ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

III.2 Governmental Authorization. The execution, delivery, and performance by Seller of this Agreement requires no action by, or filing with, any governmental body, agency, or official, other than approvals of authorization by the Bankruptcy Court and Approvals as set forth in Section 7.2(c), and all such approvals, authorizations, consents, notices and filings necessary for Seller to consummate the transactions contemplated hereby shall have been duly obtained, made or given prior to the Closing and shall be in full force and effect. No other consent, approval, authorization, order, permit or filing is required that would prevent, delay or impair ~~Seller's~~Seller's ability to consummate the transactions contemplated hereby or ~~Buyer's~~Buyer's ownership or use of the Purchased Assets following the Closing.

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

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

III.5 Sufficiency of and Title to the Purchased Assets. Each Seller has and, pursuant to the Sale Approval Order and upon Closing, Buyer shall acquire good, valid and marketable title in and to the Purchased Assets, free and clear of all Liens, other than Permitted Liens expressly assumed by Buyer pursuant to this Agreement. Seller has good and valid title to,

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III.6 所需同意。除破产法院及批准事项的同意、批准或授权，或向破产法院作出的声明或备案外，不存在任何对卖方具有约束力的协议或其他文书，其要求因本协议的签署、交付和履行而需任何第三方的同意、批准、通知、备案、注册、授权、许可、许可证、要求或行动。

III.7 公用事业。卖方未收到任何书面通知，称服务于已购资产的任何电力服务、电力分配、并网权、公用事业服务、自来水、下水道、电信或其他公用事业将被减少、终止或作出重大修改。据卖方所知，不存在任何会在交割后实质性损害此类公用事业权利的转让或持续可用性的条件。

III.8 待承担合同。各卖方已向买方提供所有待承担合同的副本，以及其所有修订、附件、附录、放弃或其他变更，并且，据卖方所知，该等副本在所有重大方面真实、准确且完整，并构成组成待承担合同的全部文件。除向买方书面披露的事项外，卖方未收到任何一方在任何待承担合同项下未获补救的重大违约书面通知。各卖方陈述，其未采取或未未采取任何会损害其根据本协议承担并转让指定待承担合同的能力的行动。卖方应尽商业上合理的努力取得所有命令的作出，并采取合理必要的一切行动，以便利买方指定的待承担合同的承担和转让。买方承认，破产法院可能不会批准本协议项下买方指定的所有合同的承担和转让；但是，如未能承担并转让任何买方指定的待承担合同合理预期会对已购资产产生重大不利影响，则买方无义务完成交割。

III.9 某些费用。除 DuFrayne LLC 外，卖方未聘请任何经纪人、引介人、投资银行家或其他中介，亦未就与本协议或本协议所拟任何交易或本协议所设想交易相关的任何投资银行费用、财务顾问费用、经纪费、介绍费或其他类似费用承担任何责任。

III.10 某些事件的通知。卖方应及时通知买方：

(a) 任何来自第三方的通知或其他书面通信，声称该第三方的同意已或可能需要与完成本协议所拟交易有关；以及 11 4934-0292-0148, v. 14914-1870-6899, v. 7

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or a valid and enforceable right to transfer, each of the Purchased Assets. None of the Purchased Assets is subject to any restriction on transfer or other agreement that would impair ~~Buyer's~~Buyer's ownership, use or enjoyment thereof following the Closing. For the avoidance of doubt, to the extent anyone asserts a fractional ownership interest in the Pyote Property, Seller shall deliver the Pyote Property to Buyer free and clear of all such Fractional Ownership Interests at Closing, unless otherwise agreed to by Buyer in writing.

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

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

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

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

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

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

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(b) 任何政府或监管机构或机关就本协议所拟交易或与之相关事项发出的任何重大书面通信。

III.11 设备。卖方的全部设备（“设备”）均归卖方所有，并且在由卖方转让给买方时，将由买方拥有，且不附带任何留置权，但允许留置权除外。该等设备构成卖方拥有并用于与已购资产相关的全部重大设备，并在生效日时状况基本相同，但正常损耗除外。据卖方所知，任何重置成本超过 $500,000 的设备均不存在任何会妨碍其在交割后通电并按其预定用途运行的重大缺陷；并且自 2024年10月31日 起，该等设备未遭受任何火灾、洪水、意外事故、盗窃、故意破坏或其他已对其造成重大损害的事件。除本协议或披露附表所披露者外，卖方未出租、许可或以其他方式赋予任何第三方占有或使用任何设备的权利。于交割时，买方应取得对设备的良好且可转让的所有权，且不附带任何留置权，但允许留置权除外，同时取得全部可转让的保证、担保及类似权利。

III.12 许可。卖方持有目前经营所进行的已购资产所有权和运营所需的一切重大许可、执照、批准及政府授权，且该等许可均完全有效。

III.13 税项。各卖方已及时提交（或促使及时提交）就已购资产须提交的所有重大纳税申报表，并已及时支付，或将及时支付，各卖方就截至交割日或之前结束的所有应税期间与已购资产有关而应支付的所有税款，但正在通过适当程序善意争议的税款除外。已购资产上不存在任何税款留置权，但根据适用法律对尚未到期应付税款依法产生的允许留置权除外。卖方未收到任何关于与税款有关的正在进行的审计、检查或程序的书面通知，而该等事项会导致在已购资产上设定留置权，或以其他方式对已购资产造成重大不利影响。

III.14 财务信息。

(a) 卖方已向买方提供其所持有或控制且已由买方请求的所有与已购资产有关的财务报表、经营报表、公用事业账单记录、资本支出信息及其他财务或经营信息（统称为“财务信息”）。

(b) 据卖方所知，向买方交付或提供的财务信息系根据卖方账簿和记录善意编制，在所有重大方面真实、准确且完整，并在所有重大方面公允反映了适用期间内据称应反映的信息。卖方并未故意遗漏任何为使财务信息整体不具误导性所必需的重大信息。

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

III.11 Equipment. All of Seller's equipment ("Equipment") is owned by the Sellers and, when conveyed by Sellers to Buyer, will be owned by Buyer free and clear of all Liens except Permitted Liens. The Equipment constitutes all material equipment owned by Seller and used in connection with the Purchased Assets and is in substantially the same condition as of the Effective Date, ordinary wear and tear excepted. To Seller's knowledge, no item of Equipment having a replacement cost in excess of $500,000 has any material defect that would prevent it from being operated for its intended purpose upon energization following Closing; and since October 31, 2024, such Equipment has not been subject to any fire, flood, casualty, theft, vandalism or other event that has materially damaged it. Seller has not leased, licensed or otherwise granted any third party any right to possess or use any Equipment, except as disclosed in this Agreement or the Disclosure Schedules. Upon the Closing, Buyer shall acquire good and marketable title to the Equipment, free and clear of all Liens other than Permitted Liens, together with all warranties, guarantees and similar rights, to the extent transferable.

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

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

III.14 Financial Information.

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

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

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(c) 自最近一次向 Buyer 提供的 Financial Information 之日起，Seller 未知悉 Purchased Assets 的财务状况或经营发生任何已未以书面形式向 Buyer 披露的重大不利变化。Seller 已向 Buyer 提供其所请求的、Seller 持有或控制范围内与 Purchased Assets 有关的所有账簿、记录、公用事业信息、往来函件、报告、合同及其他文件的真实、正确且完整副本，且在所有重大方面均属如此。就 Seller 所知，此类账簿和记录在所有重大方面准确反映了其所声称载明的信息，且 Seller 未故意隐瞒 Buyer 所请求的与 Purchased Assets 有关的任何重大信息。

III.15 环境事项。除 Exhibit “F” 所列事项外，就 Seller 所知：(a) 各 Seller 均在与 Purchased Assets 有关的适用 Environmental Laws 方面处于重大合规状态，并且在 Seller 拥有 Purchased Assets 期间一直如此；(b) Seller 未收到任何政府机关或第三方发出的、指称与 Purchased Assets 有关的任何对 Environmental Law 的重大违反或重大责任的书面通知、要求、索赔、信息请求或其他书面通信，且该等事项仍未解决；(c) 未曾在 Purchased Assets 之上、之下或自其处发生、排放、处置或威胁发生任何 Hazardous Substance 的释放、排放、处置或威胁释放，且该等行为违反适用 Environmental Laws，并可合理预期将导致与 Purchased Assets 有关的重大责任；(d) 除 Exhibit “F” 所披露者外，Seller 未收到任何关于 Purchased Assets 存在地下储罐、含石棉材料、多氯联苯或其他受管制 Hazardous Substances 的书面通知；(e) Seller 已取得并在与 Purchased Assets 的所有权和经营有关的适用 Environmental Laws 下要求的所有重大许可、执照及其他政府授权，并且在重大方面均处于合规状态；并且 (f) 就 Purchased Assets 而言，不存在任何待决的，或就 Seller 所知的任何被威胁提出的、依据任何 Environmental Law 的调查、行动或程序，且其可合理预期会导致重大责任或在 Closing 后实质性妨碍 Buyer 对 Purchased Assets 的所有权、开发或使用。就本 Agreement 而言，“Environmental Laws”指所有适用的联邦、州和地方法律，涉及污染、人类健康或环境保护，或 Hazardous Substances 的制造、生成、使用、处理、储存、运输、释放或处置；上述各项均包括其不时修订。“Hazardous Substances”指任何在任何 Environmental Law 下受规制的物质、材料或废弃物，但不包括按照适用 Environmental Laws 通常使用、储存或保管的数量。

III.16 一般保证。Seller 在此所作出的任何陈述或保证，以及 Seller 根据本协议条款或与本协议所设想交易有关而向 Buyer 提供或应提供的任何附件、附表、陈述或证明，均不包含，也不会包含任何故意不真实的重大事实陈述，亦不会故意遗漏或将遗漏任何为使本文所载或并入本文或其中的陈述不致误导而必须陈述的重大事实。

III.17 不动产。

(a) 除可能被主张的若干分割所有权权益外，Seller 为 Pyote Property 的唯一所有人，并拥有出售该物业的全部权利、权力和授权，

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

III.15 Environmental Matters. Except as set forth on **Exhibit "F"**, to ~~Seller's~~Seller's knowledge: (a) Each Seller is, and during ~~Seller's~~Seller's ownership of the Purchased Assets has been, in material compliance with all applicable Environmental Laws with respect to the Purchased Assets; (b) Seller has not received any written notice, demand, claim, request for information or other written communication from any governmental authority or third party alleging any material violation of, or material liability under, any Environmental Law with respect to the Purchased Assets that remains unresolved; (c) there has been no release, discharge, disposal or threatened release of any Hazardous Substance at, on, under or from the Purchased Assets in violation of applicable Environmental Laws that would reasonably be expected to result in material liability relating to the Purchased Assets; (d) Seller has not received any written notice of the presence of any underground storage tanks, asbestos-containing materials, polychlorinated biphenyls or other regulated Hazardous Substances at the Purchased Assets, except as disclosed on **Exhibit "F"**; (e) Seller has obtained and is in material compliance with all material permits, licenses and other governmental authorizations required under applicable Environmental Laws with respect to the ownership and operation of the Purchased Assets; and (f) there is no pending or, to ~~Seller's~~Seller's knowledge, threatened investigation, action or proceeding under any Environmental Law relating to the Purchased Assets that would reasonably be expected to result in material liability or materially impair ~~Buyer's~~Buyer's ownership, development or use of the Purchased Assets following the Closing. For purposes of this Agreement, "Environmental Laws" means all applicable federal, state and local Laws relating to pollution, the protection of human health or the environment, or the manufacture, generation, use, handling, storage, treatment, transportation, release or disposal of Hazardous Substances, each as amended from time to time. "Hazardous Substances" means any substance, material or waste that is regulated under any Environmental Law, excluding quantities of substances customarily used, stored or maintained in compliance with applicable Environmental Laws.

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

III.17 Real Property.

(a) Except for certain fractional ownership rights which may be asserted, Seller is the sole owner of the Pyote Property and has the full right, power and authority to sell,

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转让并移交该等财产，且应依照本协议条款进行；为免疑义，卖方同意在交割时将 Pyote Property 以无任何分额所有权权利负担的状态交付给买方，除非买方另有书面同意；

(b) 卖方不是“外国人”（foreign person），该术语就 FIRPTA 的目的而言具有该定义；

(c) 除 Lonestar Dream Inc. 和 Lonestar Taproot LLC 外，卖方在过去十年中未曾以其他名称为人所知；

(d) Pyote Property 未接入市政下水和供水系统。就卖方合理所知，为 Pyote Property 提供服务的供水、电力及其他机械和公用设施系统运行状况良好；

(e) 不存在影响 Pyote Property 的任何改良或服务的评估、收费、回补或义务；

(f) 与 Pyote Property 的所有权、使用、运营、维护、修理和/或更换有关、并将在交割后对买方具有约束力的雇员，均不存在于 Pyote Property；

(g) 不存在影响 Pyote Property 或在交割后会约束买方的任何集体谈判协议、管理协议或其他雇佣协议；

(h) 卖方未收到任何关于待决诉讼、税务上诉、征收程序或环境调查的书面通知，这些事项目前悬而未决，或就卖方最佳所知，影响 Pyote Property。

(i) 除列为潜在承接合同的租约外，不存在任何影响 Pyote Property 或其任何部分、且卖方为其一方当事人、或卖方通过其对 Pyote Property 的任何未来所有人已受或将受约束的书面或口头租约、许可或其他占有和/或使用协议；且卖方已在买方签署并交付本协议之前，向买方提供了租约的真实、准确且完整副本。

(j) 除承接合同以及所有权承诺书中所列者外，不存在任何影响 Pyote Property 且在交割后仍存续并对买方具有约束力的合同或协议；

(k) 除投标人在破产拍卖中就 Pyote Property 和所购资产进行竞标的权利外，除买方之外，任何个人、公司或实体均不对 Pyote Property 享有任何权利，或享有购买或取得 Pyote Property 全部或任何部分的权利，包括但不限于优先购买权或购买选择权。

(l) 卖方未收到任何政府机关或其他人士发出的书面通知，主张或指称 Pyote Property 或其任何部分，或 Pyote Property 周边的任何物业，受到有害物质或 14
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convey and transfer the same in accordance with the terms of this Agreement; for the avoidance of doubt, Seller agrees to deliver the Pyote Property to Buyer free and clear of all fractional ownership rights at Closing unless otherwise agreed to by Buyer in writing;

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

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

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

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

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

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

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

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

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

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

(l) Seller has not received any written notice from any governmental authority or other person claiming or alleging that the Pyote Property or any portion thereof, or any properties in the vicinity of the Pyote Property, is contaminated by hazardous materials or

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substances in violation of any federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. §§ 6901 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Occupational Safety and Health Act, as amended (29 U.S.C. §§ 651 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.), as amended, and any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

（m）目前不存在针对 Seller，或涉及 Pyote Property 的任何现行或待决诉讼、法律程序、诉讼、调查、申诉、投诉、指控或程序，无论是单独、共同还是集体提起，也无论是在任何管辖权的联邦、州或市法院，还是在任何行政机关或仲裁庭前，涉及任何联邦、州或市劳动、雇佣或福利法律（按这些术语最广义的定义）；包括但不限于《国家劳动关系法》29 U.S.C. §§151等以下条款、《公平劳动标准法》29 U.S.C. §§201等以下条款、ERISA、《美国法典》第1981至1988编第42章、《1964年民权法》第七编1964，42 U.S.C. §§2000(e)等以下条款、《1990年美国残疾人法》1990，42 U.S.C. §§12101等以下条款、《1993年家庭与医疗休假法》1993，29 U.S.C. §§2601等以下条款、《1967年年龄歧视就业法》1967，29 U.S.C. §§621等以下条款、《遗传信息非歧视法》2008、统一服役就业与再就业权利法、公平信用报告法、《1973年康复法》1973，29 U.S.C. §§701等以下条款、《1985年综合预算协调法》1985，29 U.S.C. §§1161等以下条款、《职业安全与健康法》29 U.S.C. §§651等以下条款、《1967年年龄歧视就业法》1967，29 U.S.C. §§621等以下条款、联邦和州工人调整与再培训通知法（统称“WARN 法”）、德克萨斯州任何劳动、雇佣、歧视法、性骚扰法或工资工时法，或任何其他联邦、州或地方法律中与人权、公民权利、工时、工资支付、养老金、劳动或雇佣相关的法律，或其各自的实施性法律、规则和/或规章，或者与任何形式的集体谈判协议、工会协议、劳动协议、福利协议或雇佣合同的所谓违约或违反有关（按这些术语最广义的定义），或者源于普通法或衡平法的任何主张（包括不当解雇或其他主张）（统称“劳动和雇佣法律”）。

III.18 Seller represents and warrants that: (i) it is not an “employee benefit plan” as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a “plan” as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the “Code”), which is subject to Section 4975 of the Code; and (ii) the assets of Seller do not constitute “plan assets” of 15
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substances in violation of any federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 *et seq.*), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801 *et seq.*), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S. §§ 6901 *et seq.*), the Toxic Substance Control Act, as amended (15 U.S.C. §§ 2601 *et seq.*), the Clean Air Act, as amended (42 U.S.C. §§ 7401 *et seq.*), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 *et seq.*), the Occupational Safety and Health Act, as amended (29 U.S.C. §§ 651 *et seq.*), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f *et seq.*), as amended, and any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

(m) There are no current or pending litigation(s), lawsuits, actions, investigations, grievances, complaints, charges, or proceedings against Seller, or with respect to the Pyote Property, either filed individually, jointly or by class, in a federal, state or municipal court, of any jurisdiction whatsoever, or before any administrative agency or arbitral tribunal, involving any federal, state or municipal labor, employment or benefits law (as those terms are most broadly defined); including, but not limited to, the National Labor Relations Act, 29 U.S.C. §§151, *et seq.*, the Fair Labor Standards Act, 29 U.S.C. §§201, *et seq.*, ERISA, Section 1981 through 1988 of Title 42 of the United States Code, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000(e), *et seq.*, the Americans With Disabilities Act of 1990, 42 U.S.C. §§12101, *et seq.*, the Family and Medical Leave Act of 1993, 29 U.S.C. §§2601, *et seq.*, the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, *et seq.*, the Genetic Information Nondiscrimination Act of 2008, Uniformed Services Employment and Reemployment Rights Act, the Fair Credit Reporting Act, the Rehabilitation Act of 1973, 29 U.S.C. §§701, *et seq.*, the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§1161, *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. §§651, *et seq.*, the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, *et seq.*, the federal and state Worker Adjustment and Retraining Notification Acts (collectively, the "WARN Acts") any State of Texas labor, employment, discrimination law, sexual harassment, or wage and hour law, or any other federal, state or local human rights, civil rights, wage-hour, wage-payment, pension, labor or employment-related laws, or their respective implementing laws, rules and/or regulation(s), or with respect to an alleged breach or violation of any collective bargaining agreement, union agreement, labor agreement, benefits agreement, or employment contract of any kind (as those terms are most broadly defined), or which arise under the common law or in equity (including claims for wrongful discharge or otherwise) (collectively, "Labor and Employment Laws").

III.18 Seller represents and warrants that: (i) it is not an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the "Code"), which is subject to Section 4975 of the Code; and (ii) the assets of Seller do not constitute "plan assets" of

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任何此类计划，出于 ERISA 第 I 编或《税法》4975条的目的；以及 (iii)(a)
Seller 并非 ERISA 第 3(32)条含义内的“政府计划”，且 Seller 的资产并不构成一个或多个此类计划的计划资产；或 (b) Seller 所进行或与 Seller 进行的交易并未违反适用于 Seller 的州法规中关于政府计划投资及受托义务的规定。

III.19 Seller，或任何 ERISA 关联方（如下文定义）在最近六(6)年内，均未从任何“多雇主计划”中作出“部分退出”或“完全退出”（该等术语的含义见 ERISA 第4205条和第4203条），亦未因从任何“多雇主计划”作出“部分退出”或“完全退出”而产生任何责任；未曾通过“评定通知”或任何类似函件主张任何此类责任，且不存在任何可能导致任何此类部分或完全退出的事件或情况；Seller、物业管理人或任何 ERISA
关联方均未招致、亦不可能因 ERISA 第 IV 编或第302条而承担任何可合理预期会导致 Buyer 承担责任的责任（“ERISA 关联方”系指在任何时间，就 Seller 或物业管理人而言，与 Seller 或物业管理人在该时间被视为同一雇主的每一项贸易或业务（无论是否成立为公司），依据 ERISA 第 IV 编或第302条，或《税法》第414(b)条或第414(c)条）。

III.20 Seller 承诺并保证，本协议中载明的所有陈述与保证在交割日时以及截至交割日时均真实、准确，但此后则不再如此。依其条款约定在交割后履行的双方契约和协议（包括第5.4条和第10.6条）应依其条款在交割后继续有效。

III.21 不作其他陈述或保证。除本协议另有载明外，所购买资产按“现状”、“现地”及“有全部瑕疵”的基础出售，Buyer，或依据任何拍卖或破产法院命令作出的任何最终最高出价人，特此确认并同意，Seller 就与所购买资产有关的任何事项不作任何明示或默示的陈述或保证。Buyer 将于交割时按“现状”及“现地”接受所购买资产。

第 IV 条

Buyer 的陈述与保证

IV.1 组织与授权。Buyer 为一家公司有限责任公司，依特拉华州法律正式设立、有效存续并信誉良好。Buyer 具有执行并交付本协议以及完成本协议所拟交易的充分权力和授权，并且已获得 Buyer 一方为此所需的一切必要授权。以破产法院签发出售批准令为前提，本协议构成对 Buyer 具有法律效力、有效且具约束力的协议，并可依其条款执行。

IV.2 无冲突。Buyer 对本
协议的签署、交付及履行不会 (i) 违反任何现行法律、法规、规则、条例或法令的任何规定，或 (ii) 与以下事项相冲突、导致违约或构成违约

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one or more such plans for purposes of Title I of ERISA or Section 4975 of the Code; and (iii)(a) Seller is not a "governmental plan" within the meaning of Section 3(32) of ERISA, and the assets of Seller do not constitute plan assets of one or more such plans; or (b) transactions by or with Seller are not in violation of state statutes applicable to Seller regulating investments of and fiduciary obligations with respect to governmental plans.

III.19 Neither Seller, nor any ERISA Affiliates (as hereinafter defined) has, within the last six (6) years, made a "partial withdrawal" or a "complete withdrawal" (within the meaning of Sections 4205 and 4203 of ERISA) from any "multiemployer plan," nor incurred any liability on account of a "partial withdrawal" or a "complete withdrawal" from any "multiemployer plan", no such liability has been asserted through a "Notice of Assessment" or any similar correspondence, and there are no events or circumstances which could result in any such partial or complete withdrawal, neither Seller, the Property Manager nor any ERISA Affiliate has incurred or could be subjected to any liability under Title IV or Section 302 of ERISA that could reasonably be expected to result in liability to the Buyer ("ERISA Affiliate" means, at any time, each trade or business (whether or not incorporated) that would, at the time, be treated together with either Seller or the Property Manager as a single employer under Title IV or Section 302 of ERISA or Sections 414(b) or 414(c) of the Code.

III.20 Seller covenants and warrants that all of the representations and warranties set forth in this Agreement shall be true and correct at, and as of, the Closing Date, but not thereafter. The covenants and agreements of the Parties that by their terms contemplate performance after the Closing (including Section 5.4 and Section 10.6) shall survive the Closing in accordance with their terms.

III.21 No Other Representations or Warranties. Other than as set forth herein, the Purchased Assets are being sold "as is," "where is," and "with all faults," and Buyer, or any ultimate highest bidder pursuant to any Auction or order of the Bankruptcy Court, hereby acknowledges and agrees that Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets. Buyer will accept the Purchased Assets "as is" and "where is" at closing.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

IV.1 Organization and Authority. Buyer is a ~~corporation~~limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. Buyer has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein and have been duly authorized by all necessary action on the part of Buyer. Subject to entry of the Sale Approval Order by the Bankruptcy Court, this Agreement constitutes a legal, valid, and binding agreement of Buyer that is enforceable in accordance with its terms.

IV.2 No Conflicts. The execution, delivery, and performance of this Agreement by Buyer will not (i) violate any provision of any existing law, statute, rule, regulation, or ordinance, or (ii) conflict with, result in a breach of, or constitute a default under

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（a）Buyer的公司章程或细则或组织章程证书，或（b）任何法院、政府机关、局或机构的任何命令、判决、裁决或判令，或（v）Buyer为一方或Buyer或其任何财产或资产可能受其约束的任何抵押、信托契据、租赁、合同或其他协议，或承诺。

IV.3 Buyer的调查。Buyer正在对Purchased Assets、Assumed Liabilities以及Assumed Contracts进行其自身独立的审查和分析。Buyer确认，其已直至10:00 a.m. 2026年9月10日（“尽职调查截止日”）有机会进行其认为在与本协议所设想交易有关的情况下必要或适当的尽职调查。尽管有前述规定，Buyer的调查不应限制、削弱或以其他方式影响Seller在本协议、任何Seller Disclosure Schedule或与本协议相关交付的任何其他文件项下的陈述、保证、约定或义务。Buyer有权依赖本协议中明确载明的Seller陈述和保证的准确性及完整性，而Seller应继续对任何违约承担责任。Buyer应于尽职调查截止日前完成其尽职调查。

IV.4 其中任何内容均不放弃或限制Buyer因Seller的欺诈、故意不当行为、故意虚假陈述或违反本协议而产生的任何权利或救济。Buyer有能力满足《破产法》365(b) (1)(C)和365(f)条关于Assumed Contracts和Assumed Liabilities的条件。

IV.5 诉讼。截至本协议日期，就Buyer所知，目前没有任何针对Buyer的、在任何法院、仲裁员或任何政府机构、机关或官员面前待决的，或据Buyer所知受到威胁的，任何诉讼、仲裁、调查或程序，且该等诉讼、仲裁、调查或程序以任何方式质疑或寻求阻止、禁止、变更或实质性延迟本协议所设想的任何交易。

IV.6 某些费用。Buyer并未聘用任何经纪人、介绍人、投资银行家或其他中介，亦未因与本协议或本协议所设想的任何交易有关的任何投资银行费用、财务顾问费用、经纪费用、介绍费或其他类似费用而产生任何责任。

IV.7 必要同意。除需获得破产法院的同意、批准或授权，或向破产法院作出声明或提交文件外，不存在任何对Buyer具有约束力、并因签署、交付及履行本协议而要求任何第三方作出同意、批准、通知、提交、登记、授权、许可、许可要求或采取任何行动的协议或其他文件。

IV.8 一般保证。Buyer在本协议中所作出的任何陈述或保证，以及Buyer根据本协议条款或与本协议所设想交易相关而向Seller提供或将提供的任何附件、附表、声明或证明文件，均不包含且将不包含任何明知不实的重大事实陈述，或任何明知遗漏、或将遗漏、为使本协议或其中所包含或并入的陈述不致误导所必需陈述的重大事实。

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(a) any certificate or articles of incorporation or by-laws of Buyer, (b) any order, judgment, award or decree of any court, governmental authority, bureau or agency, or (v) any mortgage, indenture, lease, contract or other agreement, or undertaking to which Buyer is a party or by which Buyer ~~or~~of any of its properties or assets may be bound.

IV.3 Investigation by Buyer. Buyer is conducting its own independent review and analysis of the Purchased Assets, the Assumed Liabilities, and the Assumed Contracts. Buyer acknowledges that it has ~~until 10:00 a.m. September 10, 2026 ("Due Diligence Expiration Date")~~had the opportunity to conduct such diligence as it deems necessary or appropriate in connection with the transactions contemplated hereby. Notwithstanding the foregoing, Buyer's investigation shall not limit, diminish or otherwise affect Seller's representations, warranties, covenants or obligations under this Agreement, any Seller Disclosure Schedule or any other document delivered in connection herewith. Buyer shall be entitled to rely upon the accuracy and completeness of the Seller's representations and warranties expressly set forth herein, and Seller shall remain liable for any breach thereof. ~~Buyer shall complete its due diligence by the Due Diligence Expiration Date.~~

IV.4 Nothing herein shall waive or limit any rights or remedies of Buyer arising from Seller's fraud, willful misconduct, intentional misrepresentation or breach of this Agreement. Buyer is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Liabilities.

IV.5 Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending, against or, to the knowledge of Buyer, threatened against or affecting Buyer before any court or arbitrator or any governmental body, agency, or official, which in any manner challenges or seeks to prevent, enjoin, alter, or materially delay any transactions contemplated by this Agreement.

IV.6 Certain Fees. Buyer has not employed any broker, finder, investment banker, or other intermediary or has not incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or any transactions contemplated by this Agreement.

IV.7 Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court, there is no agreement or other instrument binding upon Buyer requiring any consent, approval, notification, filing, registration, authorization, permission, license, requirement, or action by any third-party resulting from the execution, delivery, and performance of this Agreement.

IV.8 General Warranty. None of the representations or warranties contained herein by Buyer, nor any exhibit, schedule, statement, or certificate furnished or to be furnished by Buyer to Seller pursuant to the terms hereof or in connection with the transactions contemplated herein, contains or will contain any knowingly untrue statement of a material fact or knowingly omits or will omit to state a material fact necessary to make the statements contained or incorporated herein or therein not misleading.

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IV.9 财务能力。买方现有并将在交割时具备充足的可用资金，以支付购买价款及买方依本协议应支付的所有其他款项，并完成本协议所设想的交易，且买方在本协议项下的义务不以任何融资条件为前提。

第五条

卖方和买方的契约

V.1 尽力；进一步保证。卖方和买方将尽商业上合理的努力，采取任何及一切行动，并依适用法律和法规完成本协议所设想的交易所必需或适宜的所有事项。
卖方和买方同意签署并交付此类其他文件、证书、协议及其他书面材料，并采取此类其他行动，以便将可销售的所有权转归买方并归属于买方。

V.2 通知。如果（i）买方得知卖方对本协议所载任何陈述、保证、契约或协议存在任何重大违约，且该违约可由卖方补救，或（ii）卖方得知买方对本协议所载任何陈述、保证、契约或协议存在任何重大违约，且该违约可由买方补救，则知悉该违约的一方应依照本协议的通知条款立即书面通知另一方。在收到该违约通知后，违约方在采取与该违约有关的任何救济措施之前，应有五(5)日时间补救该违约。

V.3 交割前契约。作为本协议的重要条款：

（a）自生效日起至交割日止，卖方应按照在生效日之前立即有效的其维护标准，以与之相一致的方式维护购买资产，并且不得实施或允许实施任何对购买资产的损耗，或改变购买资产的状况或外观，或在未经买方书面同意并共同签署的情况下就购买资产转让任何其他权利。
卖方应在正常经营过程中并依照既往惯例经营、管理并维护购买资产，并应就任何影响购买资产的重大损坏、事故、征收、政府行为或其他事件及时通知买方。卖方应在交割前保持所有与购买资产有关的现有保险单持续全面有效，并且未经买方事先书面同意，不得修改、取消、终止或允许保险保障出现任何中断。买方和卖方，或其代表，有权在交割日前一天前往 Pyote Property 进行查看，以确认购买资产的状况，除非买方以书面形式另行放弃该权利。

（b）卖方不得转让任何购买资产，不得在购买资产上设立任何留置权，不得授予任何地役权或通行权，也不得订立任何影响购买资产或买方拟对其进行使用的合同、租约、许可、协议、承诺或其他安排；凡非经买方事先书面同意而不能于交割日及截至交割日解除的，均不得订立。卖方不得采取任何行动，或不采取任何行动，从而在客观上可合理预期会……

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IV.9 Financial Capability. Buyer has, and at the Closing will have, sufficient available funds to pay the Purchase Price and all other amounts payable by Buyer hereunder and to consummate the transactions contemplated by this Agreement, and Buyer's obligations hereunder are not subject to any financing contingency.

ARTICLE V

COVENANTS OF SELLER AND BUYER

V.1 Efforts; Further Assurances. Seller and Buyer will use commercially reasonable efforts to take any and all actions and to do all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated in this Agreement. Seller and Buyer agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to vest marketable title to the Purchased Assets in Buyer.

V.2 Notices. If (i) Buyer becomes aware of any material breach by Seller of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Seller, or (ii) Seller becomes aware of any material breach by Buyer of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Buyer, the Party becoming aware of such breach shall promptly notify the other Party in writing, in accordance with the notice provisions of this Agreement. Upon such notice of breach, the breaching Party shall have five (5) days to cure such breach before the exercise of any remedies in connection therewith.

V.3 Pre-Closing Covenants. As material terms of this Agreement:

(a) From the Effective Date until the Closing Date, Seller will maintain the Purchased Assets in the manner consistent with its standards of maintenance prevailing immediately prior to the Effective Date and it will not commit or permit to be committed any waste or change in the condition or appearance of the Purchased Assets, or convey any other right with respect to the Purchased Assets except with the written consent and joinder of Buyer. Seller shall operate, manage and maintain the Purchased Assets in the ordinary course consistent with past practice and shall promptly notify Buyer of any material damage, casualty, condemnation, governmental action or other event affecting the Purchased Assets. Seller will keep all current insurance policies concerning the Purchased Assets in full force and effect until Closing and shall not modify, cancel, terminate or permit any lapse in coverage without Buyer's prior written consent. Buyer and Seller, or its representative, shall have the right to walk the Pyote Property the day before the Closing Date, unless otherwise waived by Buyer in writing, to confirm the condition of the Purchased Assets .

(b) Seller must not transfer any of the Purchased Assets, create any Lien on the Purchased Assets, grant any easements or rights-of-way, or enter into any contract, lease, license, agreement, commitment or other arrangement affecting the Purchased Assets or Buyer's intended use thereof, which is not cancelable on and as of the Closing Date without Buyer's prior written consent. Seller shall not take any action, or fail to take any action, that would reasonably

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预计会对买方在已购资产中或对已购资产享有的权利、该等资产的价值，或完成本协议所设想交易的能力造成不利影响。

(c) 卖方应按照与既往惯例一致的正常业务过程经营、管理和维护已购资产，并应尽商业上合理努力保持已购资产及与之相关的商誉完整无损。卖方不得采取或省略采取任何合理预期会实质损害已购资产价值或买方完成本协议所设想交易能力的行动。

(d) 未经买方事先书面同意，卖方不得修改、变更、终止、续期、延长、放弃任何重大权利下的权利，或订立任何新的已承担合同，或同意对任何已承担合同作出任何修改、变更或终止。

(e) 卖方应尽商业上合理努力使与已购资产有关的所有许可证、批准、授权、执照、公用事业分配、并网权利、政府批准及其他权利保持充分效力并持续有效，并且不得采取任何行动，或不采取任何行动，而该等行动或不作为合理预期会不利影响买方在交割后对其进行转让、取得或使用。

(f) 卖方应及时书面通知买方以下事项：(i) 已购资产发生的任何重大损坏或毁坏；(ii) 影响已购资产的任何征收或拟议征收；(iii) 与已购资产有关的任何书面违约通知、违约、调查或执法行动；(iv) 影响已购资产的任何重大索赔、诉讼或程序；或 (v) 任何合理预期会导致重大不利影响，或妨碍或实质延迟完成本协议所设想交易的事件或情况。

(g) 卖方应在合理提前通知并于正常营业时间内，向买方及其代表提供对已购资产、已承担合同、账簿和记录以及买方就本协议所设想交易可合理要求的与已购资产有关的其他信息的合理查阅权。

(h) 卖方应尽商业上合理努力取得竞标程序令和出售批准令的签发，并满足卖方控制范围内的所有交割条件，并且不得采取任何合理预期会延迟、损害或阻碍完成本协议所设想交易的行动。

(i) 卖方应保留与已购资产有关的所有账簿、记录、文件及其他资料，并且在交割前不得销毁、丢弃或实质更改任何此类账簿、记录或文件，但在正常业务过程中并依适用法律行事的除外。

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be expected to adversely affect Buyer's rights in or to the Purchased Assets, the value thereof, or the ability to consummate the transactions contemplated hereby.

(c) Seller shall operate, manage and maintain the Purchased Assets in the ordinary course of business consistent with past practice and shall use commercially reasonable efforts to preserve intact the Purchased Assets and the goodwill associated therewith. Seller shall not take, or omit to take, any action that would reasonably be expected to materially impair the value of the Purchased Assets or ~~Buyer's~~Buyer's ability to consummate the transactions contemplated by this Agreement.

(d) Seller shall not amend, modify, terminate, renew, extend, waive any material rights under, or enter into any new Assumed Contract, or consent to any amendment, modification or termination of any Assumed Contract, without the prior written consent of Buyer.

(e) Seller shall use commercially reasonable efforts to preserve and maintain in full force and effect all permits, approvals, authorizations, licenses, utility allocations, interconnection rights, governmental approvals and other rights relating to the Purchased Assets, and shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect the transferability, availability or use thereof by Buyer following the Closing.

(f) Seller shall promptly notify Buyer in writing of (i) any material damage to or destruction of the Purchased Assets, (ii) any condemnation or threatened condemnation affecting the Purchased Assets, (iii) any written notice of violation, default, investigation or enforcement action relating to the Purchased Assets, (iv) any material claim, action or proceeding affecting the Purchased Assets, or (v) any event or circumstance that would reasonably be expected to result in a Material Adverse Effect or prevent or materially delay the consummation of the transactions contemplated hereby.

(g) Seller shall provide Buyer and its representatives with reasonable access, upon reasonable prior notice and during normal business hours, to the Purchased Assets, the Assumed Contracts, books and records, and such other information relating to the Purchased Assets as Buyer may reasonably request in connection with the transactions contemplated hereby.

(h) Seller shall use commercially reasonable efforts to obtain entry of the ~~Bid Procedures Order and the~~ Sale Approval Order and to satisfy all conditions to Closing within ~~Seller's~~Seller's control and shall not take any action that would reasonably be expected to delay, impair or prevent the consummation of the transactions contemplated hereby.

(i) Seller shall preserve all books, records, files and other documents relating to the Purchased Assets and shall not destroy, discard or materially alter any such books, records or documents prior to the Closing, except in the ordinary course of business and in accordance with applicable Law.

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(j) 未经买方事先书面同意，卖方不得就与已购资产有关的任何重大保险索赔、征收裁定或其他索赔进行和解、妥协或解除；该等同意不得被无理拒绝、附条件或拖延。

(k) 自生效日起至交割或本协议提前终止之日止，卖方应使 Pyote Property 保持与生效日大体相同的状态，正常损耗及意外损毁除外，并且未经买方事先书面同意，不得采取下列任何行动；该等同意可由买方自行决定予以授予或拒绝：

(i) 创设、产生、承担或允许任何影响 Pyote Property 的留置权、索赔、负担、地役权、契约、限制、许可或其他权益，转让与 Pyote Property 相关的任何开发或类似权利，或以其他方式采取或不采取任何会对 Pyote Property（包括其产权）造成重大不利影响的行动；

(ii) 拆除、移除、更改或实质修改位于 Pyote Property 上的任何改良，或移除、出售、转让或处置与 Pyote Property 相关使用的任何附属物、设备或动产，但在正常业务过程中以相同或更高质量进行的替换除外；

(iii) 订立、修改、延长、续期、终止或变更任何租约、许可、占有协议或其他授予对 Pyote Property 之占有权的协议；

(iv) 订立、修改、终止或变更任何影响 Pyote Property 所有权、运营、维护或使用的合同、服务协议、管理协议或其他协议，而该等协议将由买方承继并在交割后继续有效；

(v) 寻求、允许或同意对影响 Pyote Property 的分区、土地用途指定、分割状态、许可、权益或其他政府批准作出任何变更，或自愿发起或同意任何影响 Pyote Property 的政府行动；

(vi) 采取任何行动，或不采取任何行动，而该等行动或不作为会导致本协议中所载卖方的任何陈述或保证在交割时不准确，或导致卖方违反本协议项下任何契约；或

(vii) 就与 Pyote Property 有关的任何索赔、诉讼、保险索赔、征收索赔或其他重大权利进行和解、妥协、放弃或解除，除非是为清除 Pyote Property 产权所必需。

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(j) Seller shall not settle, compromise or release any material insurance claim, condemnation award or other claim relating to the Purchased Assets without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(k) From the Effective Date through the Closing or earlier termination of this Agreement, Seller shall preserve the Pyote Property in substantially the same condition as exists on the Effective Date, ordinary wear and tear and casualty excepted, and shall not, without the prior written consent of Buyer, which may be granted or withheld in ~~Buyer's~~Buyer's sole discretion:

(i) create, incur, assume or permit any lien, claim, encumbrance, easement, covenant, restriction, license or other interest affecting the Pyote Property, transfer any development or similar rights relating to the Pyote Property, or otherwise take or omit to take any action that has a material adverse effect on the Pyote Property, including title thereto;

(ii) demolish, remove, alter or materially modify any improvements located on the Pyote Property, or remove, sell, transfer or dispose of any fixtures, equipment or personal property used in connection with the Pyote Property, except for replacements of equal or greater quality made in the ordinary course of business;

(iii) enter into, amend, extend, renew, terminate or modify any lease, license, occupancy agreement or other agreement granting any possessory rights in or to the Pyote Property;

(iv) enter into, amend, terminate or modify any contract, service agreement, management agreement or other agreement affecting the ownership, operation, maintenance or use of the Pyote Property that is to be assumed by Buyer and will survive Closing;

(v) seek, permit or consent to any change in the zoning, land use designation, subdivision status, permits, entitlements or other governmental approvals affecting the Pyote Property, or voluntarily initiate or consent to any governmental action affecting the Pyote Property;

(vi) take any action, or fail to take any action, that would cause any representation or warranty of Seller contained in this Agreement to be inaccurate as of Closing or result in a breach of any covenant of Seller under this Agreement; or

(vii) settle, compromise, waive or release any claim, litigation, insurance claim, condemnation claim or other material right relating to the Pyote Property without ~~Buyer's~~Buyer's prior written consent, unless to clear title to the Pyote Property.

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(viii) 向买方提供卖方就 Pyote Property 从任何政府机关或第三方收到的任何重大通知的副本；

(ix) 如有任何与 Pyote Property 有关，或可能影响卖方履行其在本协议项下义务能力的诉讼或仲裁程序，或任何指称可能导致此类诉讼的索赔的通知，应及时告知买方。

V.4 交割后契约。作为本协议的重要条款：

(a) 在交割完成的同时，各方同意相互合作，并善意尽一切努力采取（或促使采取）所有行动，并完成（或促使完成）在适用法律下合理必要、适当或可取的一切事项，以完成并使本协议所设想的交易生效，包括但不限于：(i) 向买方提供对已购资产的接入和产权；以及 (ii) 协助买方取得对已购资产的接入和控制权。

V.5 火灾或意外损毁。

(a) 卖方应就交割前发生的、影响 Pyote Property 的任何火灾、洪水、风暴、意外损毁或其他损害及时书面通知买方。

(b) 如在交割前，Pyote Property 的全部或任何部分因火灾、洪水或其他意外损毁而受损或毁坏，则买方可自行决定，在交割前任何时间向卖方送达书面通知：

(i) 终止本协议，在此情况下，善意保证金应立即返还买方，且除明确约定在终止后继续有效的义务外，双方在本协议项下不再负有任何进一步义务；或

(ii) 继续交割，在此情况下，卖方应于交割时将与该等意外损毁有关的全部保险赔偿金和索赔转让给买方，转让卖方先前收到的任何保险赔偿金，就所有适用的免赔额和未保险损失在交割时向买方予以抵减，并转让由该等意外损毁产生的全部权利、索赔和诉因。

(c) 自生效日起，未经买方事先书面同意，卖方不得就与 Pyote Property 有关的任何保险索赔进行和解、妥协或解除。

(d) 卖方应使涵盖 Pyote Property 的全部财产险和意外险在交割前持续充分有效。

V.6 征收。

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(viii) provide Buyer with copies of any material notices that Seller receives from any governmental authority or third party with respect to the Pyote Property;

(ix) advise Buyer promptly of any litigation or arbitration proceeding relating to the Pyote Property or that might affect Seller's ability to perform its obligations under this Agreement, or notices that allege a claim that could result in such litigation.

V.4 Post-Closing Covenants. As material terms of this Agreement:

(a) Immediately upon the consummation of the Closing, the Parties agree to cooperate with one another and use all good faith efforts to take (or cause to be taken) all actions, and to do (or cause to be done) all things reasonably necessary or proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, (i) providing access and title to the Purchased Assets to Buyer; and (ii) assisting Buyer with obtaining access and control over the Purchased Assets.

V.5 Fire or Casualty.

(a) Seller shall promptly notify Buyer in writing of any fire, flood, storm, casualty or other damage affecting the Pyote Property occurring prior to Closing.

(b) If, prior to Closing, all or any portion of the Pyote Property is damaged or destroyed by fire, flood or other casualty, Buyer may, in its sole discretion, by written notice delivered to Seller at any time prior to Closing:

(i) terminate this Agreement, in which event the Good Faith Deposit shall be immediately returned to Buyer and neither party shall have any further obligations hereunder except those expressly stated to survive termination; or

(ii) proceed to Closing, in which event Seller shall assign to Buyer, at Closing, all insurance proceeds and claims relating to such casualty, transfer any insurance proceeds previously received by Seller, credit Buyer at Closing for all applicable deductibles and uninsured losses, and assign all rights, claims and causes of action arising from such casualty.

(c) Seller shall not settle, compromise or release any insurance claim relating to the Pyote Property after the Effective Date without ~~Buyer's~~Buyer's prior written consent.

(d) Seller shall maintain all property and casualty insurance covering the Pyote Property in full force and effect through Closing.

V.6 Condemnation.

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(a) 一经知悉涉及全部或部分 Pyote Property 的任何待决、受威胁或已完成的征收、征用程序，或以代替征收的方式进行的转让，卖方应立即以书面形式通知买方。

(b) 如在交割前，Pyote Property 的全部或任何部分成为任何征收、征用程序或其替代性转让的标的，买方可自行决定，在交割前向卖方送达书面通知后：（i）终止本协议，在此情况下，善意保证金应立即返还给买方，且除本协议中明示在终止后继续有效的义务外，双方在本协议下不再承担任何进一步义务；或（ii）继续交割，在此情况下，卖方应将与该等征收或征用有关的全部征收补偿、和解所得、请求权、权利及诉因，无论是在交割前还是交割后收到的，转让给买方。

(c) 未经买方事先书面同意，卖方不得就征收程序或其替代性转让进行和解、妥协或表示同意。

(d) 本节各项规定在交割后继续有效。

第六条

破产事项；竞标程序

VI.1 破产申请文件。卖方应在商业上合理可行的最短时间内，并且无论如何不迟于提交前两个 (2) 营业日，将须代表卖方向破产法院提交的所有文件，包括卖方拟备的、与本协议项下拟议交易或 Purchased Assets 有关，或可能影响 Purchased Assets 或本协议所拟交易的所有动议、申请、请愿书、附表及支持性文件（包括命令草案及向利害关系方发出的通知）交付或促使交付给买方供审阅并提出意见。
卖方为本协议项下拟议交易或 Purchased Assets 所拟备并将代表卖方向破产法院提交的所有动议、申请、请愿书、附表及支持性文件，其形式和实质内容均须令买方和卖方合理满意。

VI.2 批准出售命令。卖方和买方应尽商业上合理努力相互合作、协助并协商，以促成在本协议日期之后作出批准出售命令，并促成完成本协议所拟交易，包括提供供向破产法院提交的宣誓书或其他文件或信息，其目的除其他外在于提供买方根据本协议履约的必要保证，并提供关于本协议所拟交易的任何证言，包括支持促成本协议之谈判系善意进行的性质。

VI.3 无竞标保护。买方承认并同意，其无权获得，并在此放弃任何与本协议、拍卖或 Purchased Assets 出售相关的任何形式的拆分费、费用报销、终止费或其他竞标保护，且买方在此放弃主张 22
4934-0292-0148, v. 14914-1870-6899, v. 7

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(a) Seller shall promptly notify Buyer in writing upon learning of any pending, threatened or completed condemnation, eminent domain proceeding or conveyance in lieu of condemnation affecting all or any portion of the Pyote Property.

(b) If, prior to Closing, all or any portion of the Pyote Property becomes subject to any condemnation, eminent domain proceeding or conveyance in lieu thereof, Buyer may, in its sole discretion, by written notice delivered to Seller prior to Closing: (i) terminate this Agreement, in which event the Good Faith Deposit shall be immediately returned to Buyer and neither party shall have any further obligations hereunder except those expressly stated to survive termination; or (ii) proceed to Closing, in which event Seller shall assign to Buyer all condemnation awards, settlement proceeds, claims, rights and causes of action relating to such condemnation or taking, whether received before or after Closing.

(c) Seller shall not settle, compromise or consent to any condemnation proceeding or conveyance in lieu thereof without ~~Buyer's~~Buyer's prior written consent.

(d) The provisions of this Section shall survive the Closing.

ARTICLE VI

BANKRUPTCY MATTERS; BIDDING PROCEDURES

VI.1 Bankruptcy Filings. Seller shall deliver or cause to be delivered to Buyer for review and comment, as soon as commercially reasonable and in any event not less than two (2) business days prior to the filing thereof, all documents to be filed on behalf of Seller with the Bankruptcy Court, including all motions, applications, petitions, schedules, and supporting papers prepared by Seller (including forms of orders and notices to interested parties) that relate to, or that may affect, the Purchased Assets or the transactions contemplated hereby. All motions, applications, petitions, schedules, and supporting papers prepared by Seller and relating to the transactions contemplated hereby or the Purchased Assets to be filed with the Bankruptcy Court on behalf of Seller must be reasonably satisfactory in form and substance to Buyer and Seller.

VI.2 Sale Approval Order. Seller and Buyer shall use commercially reasonable efforts to cooperate, assist and consult with each other to secure the entry of the Sale Approval Order following the date hereof, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes of, among others, providing necessary assurances of performance by Buyer under this Agreement and furnishing any testimony regarding the transactions contemplated hereby, including to support the good-faith nature of the negotiations leading to this Agreement~~.~~

VI.3 No Bid Protections. Buyer acknowledges and agrees that Buyer is not entitled to, and hereby waives any right to, any break-up fee, expense reimbursement, termination fee or other bid protection of any kind in connection with this Agreement, the Auction or the sale of the Purchased Assets, and Buyer hereby waives any right to assert a

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基于与其提交竞标或参加拍卖相关的任何行为所产生的，根据《破产法》第 503(b) 条提出的重大贡献请求权。

第七条

交割条件

VII.1 买方和卖方的义务条件。买方和卖方完成本协议所拟交易的义务，以下列条件得到满足为前提：

(a) 破产法院已签发批准出售命令，且截至交割日，该批准出售命令完全有效，并未被中止执行、撤销或推翻。该批准出售命令的形式和实质内容须合理令买方接受，并且除其他事项外，应当：

(i) 授权卖方签署并交付本协议，并批准其中所拟交易；

(ii) 认定 Purchased Assets 的转让合法、有效且可执行，并使买方取得 Purchased Assets 的有效所有权，且不附带任何留置权（Permitted Liens 除外）；

(iii) 认定本协议项下由买方提供的购买价款及其他对价，构成对 Purchased Assets 公平且合理的对价；

(iv) 规定买方系根据《破产法》第 363(m) 条善意购买 Purchased Assets 的买方，且就该出售而言，《破产法》第 363(n) 条所列任何情形均不存在；

(v) 授权买方在其自行决定认为需要时，就 Purchased Assets 提交任何已登记留置权的终止或注销文件（Permitted Liens 除外，或法律要求的范围内除外），并在适用的非破产法律要求或买方请求时，要求担保方或留置权人签署由买方拟备并由买方提交的解除、注销或清偿文件，以清除 Purchased Assets 上的任何登记留置权（Permitted Liens 除外）；

(vi) 批准任何 Assumed Contracts 的承继与转让，并规定在买方或卖方（视适用情况而定）支付适用的 Cure Costs（或其他约定金额）后，该等相对方就任何该等 Assumed Contract 交割前违约不再对卖方、其破产财产或债权人，或对买方享有任何剩余请求权；

(vii) 认定买方未承继卖方任何性质的任何责任，且对卖方任何责任不承担责任或义务，包括卖方与任何税款有关的责任或任何交割前责任（除 Assumed Contracts 的 Cure Costs 或其他已承继责任之外），无论该等责任在交割时已知或未知、已固定或或有，或系在交割时存在还是在交割后产生，包括任何类型或性质的继受责任或替代责任，包括但不限于任何反垄断、环境、替身主体、继受方或受让方责任、事实合并、单纯或实质延续理论；并且

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substantial contribution claim under section 503(b) of the Bankruptcy Code related in any way to the submission of its Bid or its participation in the Auction.

ARTICLE VII

CLOSING CONDITIONS

VII.1 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Approval Order and, as of the Closing Date, the Sale Approval Order shall be in full force and effect and shall not have been stayed, vacated, or reversed. The Sale Approval Order shall be in form and substance reasonably acceptable to Buyer and shall, *inter alia*:

(i) Authorize the Seller's execution and delivery of this Agreement and approve the transactions contemplated herein;

(ii) Find that the transfer of the Purchased Assets is legal, valid, and enforceable and vests Buyer with valid title to the Purchased Assets, free and clear of all Liens (except for any Permitted Liens);

(iii) Find that the Purchase Price and other consideration provided by Buyer hereunder constitute fair and reasonable consideration for the Purchased Assets;

(iv) Provide that Buyer is a good faith purchaser of the Purchased Assets pursuant to Section 363(m) of the Bankruptcy Code and none of the grounds set forth in Section 363(n) exists with respect to the sale;

(v) Authorize Buyer to file, if desired in its discretion, terminations or cancellations of any recorded Liens (except for Permitted Liens or to the extent required by law) against the Purchased Assets and require secured parties or lienholders, where required by applicable non-bankruptcy law or requested by Buyer, to execute documents of release, cancellation or satisfaction prepared by Buyer, to be filed by Buyer to clear any Liens of record (other than Permitted Liens) from the Purchased Assets;

(vi) Approve the assumption and assignment of any Assumed Contracts and provide that upon payment of the applicable Cure Costs (or other such agreed amount) by the Buyer or Seller, as applicable, such counterparty shall not have any remaining claim against Seller, its Estate or creditors, or Buyer related to any pre- Closing default under any such Assumed Contract;

(vii) Find that Buyer has not assumed, and has no responsibility or liability for any of Seller's liabilities of any description whatsoever, including any liability of Seller with respect to any Taxes or any pre-Closing liabilities (other

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than Cure Costs for the Assumed Contracts or other Assumed Liability), whether known or unknown as of the Closing, whether fixed or contingent, or whether existing at the time of or arising after the Closing, including successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, alter ego, successor or transferee liability, de facto merger, mere or substantial continuation; and

(viii) Waive any stay that would otherwise be applicable pursuant to Rules 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure.8

(b) No injunction, stay, or similar order or decree issued by any court, tribunal or governmental entity, shall be in effect that restrains, enjoins, stays, or prohibits the consummation of the transactions contemplated by this Agreement.

VII.2 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Buyer) of the following conditions:

(a) Seller shall have performed in all material respects all of its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Seller contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

(c) 买方已收到：（i）以买方在其合理酌情决定下认为在形式和实质上均可接受的书面确认，确认 Pyote Property 可获得的电力供应，且该电力供应：（i）以不低于54MW的电力容量的确定性、已分配且可获得的数量提供，（ii）具有适用电压并位于该等电力使用的经批准互连点，且（iii）可在不存在任何已知条件、限制或第三方批准（包括零售电力供应商和 QSE 的批准）的情况下获得，而该等条件、限制或批准本会实质性妨碍从 Texas-New Mexico Power Company（“TNMP”）获取、分配或交付电力；该确定性、交付能力不低于54 MW，可通过 TNMP 现有交付点向 Pyote Property 所服务负荷（“Pyote Load”）提供数据中心使用所需的电力，且不存在要求输电升级或进一步批准的任何条件；以及（ii）在取得任何所需同意的情况下，将与 TNMP 或任何其他当事方就向 Pyote Property 供电、送电或互联所订立的每一协议转让给买方；或者，如不存在此类有效协议，则就向 Pyote Property 提供服务订立一份新的协议（统称为“电力权利批准”）。

(d) 买方已在交割时或之前收到以下任一文件：（a）来自每一名影响 Pyote Property 的、在记录中载明的矿产权、租赁权或其他矿物授予或权益持有人（“矿产权”）的书面地表使用豁免和/或协议，其形式和实质令买方在合理判断下满意；以及所有政府及第三方许可、批准、同意、授权和协议，这些均为将与 Pyote Property 相关的电力分配及相关电力权利转让给买方所必需（“批准”），且不得有重大减少或限制。所有该等许可、批准、同意、授权和协议均应完全有效并持续有效，且不得包含任何条件或限制

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than Cure Costs for the Assumed Contracts or other Assumed Liability), whether known or unknown as of the Closing, whether fixed or contingent, or whether existing at the time of or arising after the Closing, including successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, alter ego, successor or transferee liability, *de facto* merger, mere or substantial continuation; and

(viii) Waive any stay that would otherwise be applicable pursuant to Rules 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure.8

(b) No injunction, stay, or similar order or decree issued by any court, tribunal or governmental entity, shall be in effect that restrains, enjoins, stays, or prohibits the consummation of the transactions contemplated by this Agreement.

VII.2 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Buyer) of the following conditions:

(a) Seller shall have performed in all material respects all of its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Seller contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

(c) Buyer shall have received (i) written confirmation~~, in form and substance satisfactory to Buyer, in its reasonable discretion, of the electrical power supply available to the Pyote Property (i) in the firm allocated and available amount of not less than 54MW of electrical capacity (ii) with the applicable voltage and at the approved point of interconnection for use of such power, (iii) and is available without any known condition, restriction or third party approval (including that of the retail electricity provider and QSE) which would materially impair the availability, allocation, or delivery of electrical~~ from Texas-New Mexico Power Company ("TNMP") that firm delivery capacity of not less than 54 MW is available for Data Center use to the load served at the Pyote Property through TNMP's existing point of delivery (the "Pyote Load"), free of any condition requiring transmission upgrades or further approval, and (ii) an assignment to Buyer, with any required consent, of each agreement with TNMP or any other party relating to the supply, delivery or interconnection of electricity to the Pyote Property, or, where no such agreement is in effect, a new agreement for service to the Pyote ~~Property~~Load (collectively, the "~~Power Rights~~Approvals").

(d) Buyer shall have received any of the following at or prior to closing: (a) a written surface use waiver and/or agreement from each holder of mineral rights, leasehold rights, or other mineral grants or interests affecting the Pyote Property of record ("Mineral Rights"), in form and substance ~~reasonably~~ satisfactory to Buyer~~, all governmental and third party permits, approvals, consents, authorizations and agreements necessary ("Approvals") to transfer to Buyer the electrical power allocation and related Power Rights associated with the Pyote Property, without material reduction or restriction. All such permits, approvals, consents, authorizations, and agreements shall be in full force and effect and shall not contain any condition or limitation~~

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任何会实质性妨碍买方将批准用于其拟将该等批准及相关电力权利用于的用途的事项。以允许其将 Pyote Property 拟作数据中心使用，并且可供记录于县契据登记簿；或 (b) 对矿产权以收费简单产权转让、转让或租赁权益，且其形式和内容令买方满意，以允许其将 Pyote Property 拟作数据中心使用，并且可供记录于县契据登记簿；或 (c) 令买方满意的证明，表明该等矿产权已被从 Pyote Property 的所有权记录中删除、解除、终止或以其他方式修订、从属化或解决，以使买方满意，从而允许其将 Pyote Property 拟作数据中心使用，于交割时；或双方已就 Pyote Property 上的该所有权问题达成其他解决方案。卖方应尽商业上合理的努力协助买方识别适用的矿产权持有人，并在交割前取得所需文件或协议。取得本小段所述签署的产权文件、同意和协议的全部费用及其他对价，均由买方承担。

(e) 买方放弃任何基于矿产权（保留、租约或其他矿产权利，无论是否登记）而针对 Pyote Property 提出的任何产权异议。

(fe) 自生效日起，未发生任何事件、变化、情形或状况，其已对被购买资产、与之相关的公用事业权利，或买方将 Pyote Property 用作人工智能数据中心 a Data Center 的拟定用途造成重大不利影响，或合理预期将造成重大不利影响，包括任何重大损毁、征收、公用事业容量损失、重大政府行动或任何被假定合同的重大终止。

(gf) 为完成本协议所设想交易所需的一切必要政府批准、许可、授权、同意和备案均已取得或作出，并且均完全有效。

(hg) 除买方应支付的产权保险费、批注费用以及产权公司收取的其他费用，以及买方对产权公司签发产权保单所附任何其他条件的满足——而该等条件只能由买方满足——之外，产权公司无条件承诺就 Pyote Property 签发业主产权保险单（“产权保险”），该保险单采用在德克萨斯州可获得且为买方可接受的形式，并附带相应批注，为买方就 Pyote Property 的产权投保，保险金额为购买价的全额，且除允许留置权以及依照本协议条款被买方接受的留置权外，不受任何留置权或其他产权负担限制。

(ih) 为完成本协议所设想交易所需的所有重大第三方同意（通过破产法院程序取得的除外）均已取得，并且均完全有效。

(ji) Tarbush 协议项下的交割（Tarbush 协议中所定义）已与本协议项下的交割基本同时发生。

(j) 买方已：

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4934-0292-0148, v. 14914-1870-6899, v. 7

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~~that would materially impair Buyer's intended use of the Approvals and associated Power Rights.~~ to permit its intended use of the Pyote Property as a Data Center and acceptable for recordation in the county deed records; or (b) a conveyance in fee, an assignment of, or a lease interest in, the Mineral Rights in form and substance satisfactory to Buyer to permit its intended use of the Pyote Property as a Data Center and acceptable for recordation in the county deed records; or (c) satisfactory proof that such Mineral Rights have been removed, released, terminated from or otherwise amended, subordinated or resolved as to and upon the record of title for the Pyote Property, to the satisfaction of Buyer to permit its intended use of the Pyote Property as a Data Center, at Closing; or the parties shall have agreed upon such other resolution of a title issue on the Pyote Property. Seller shall use commercially reasonable efforts to assist Buyer in identifying the applicable Mineral Rights holders and obtaining the requisite documentation or agreements prior to Closing. All costs and other consideration of obtaining the signed title documents, consents and agreements referenced in this subparagraph, shall be borne by the Buyer.

~~(e) Buyer waives any Title Objection pertaining to the Pyote Property based upon mineral rights (reservations, leases or other mineral rights rights), whether of record or not.~~

(~~f~~e) Since the Effective Date, no event, change, circumstance or condition shall have occurred that has had, or would reasonably be expected to have, a Material Adverse Effect on the Purchased Assets, the utility rights associated therewith, or Buyer's intended use of the Pyote Property as ~~an AI data center~~a Data Center, including any material casualty, condemnation, loss of utility capacity, material governmental action or material termination of any Assumed Contract.

(~~g~~f) All necessary governmental approvals, permits, authorizations, consents and filings required for the consummation of the transactions contemplated by this Agreement shall have been obtained or made and shall be in full force and effect.

(~~h~~g) Other than for payment of the title premium, endorsement fees and other charges of the Title Company to be paid by Buyer, and Buyer's satisfaction of any other conditions of the Title Company to issuance of the Title Policy that can only be satisfied by Buyer, the Title Company is unconditionally committed to issuing an owner's policy of title insurance for the Pyote Property (the "Title Insurance") on such form and with such endorsements as shall be available in the State of Texas and acceptable to Buyer, insuring Buyer's title to the Pyote Property for the full amount of the Purchase Price and free of any liens or other encumbrances other than Permitted Liens and those accepted by Buyer in accordance with the terms of the Agreement.

(~~i~~h) All material third-party consents required for the consummation of the transactions contemplated by this Agreement (other than those to be obtained through the Bankruptcy Court process) shall have been obtained and shall be in full force and effect.

(~~j~~i) The Closing (as defined in the Tarbush Agreement) of the Tarbush Agreement shall have occurred substantially contemporaneous with the Closing hereunder.

(j) Buyer has:

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(i) 要么 (y) 已从德克萨斯州 Ward County 及任何其他适用的政府和/或准政府主管机关取得最终且不可上诉的分区及并入批准（如需），该等批准允许将 Pyote Property 开发为数据中心；要么 (z) 已合理认定，依所有对 Pyote Property 享有管辖权的适用政府和/或准政府主管机关，开发 Pyote Property 作为数据中心属于“当然允许”（即，无需取得任何自由裁量性的分区批准）。

(ii) 已取得足以支持将 Pyote Property 作为数据中心建设和运营的充分合同性供水服务、权利和配额（由买方合理确定）；

(iii) 已取得环境报告，包括但不限于第一阶段 ESA 和第二阶段 ESA（如适用），确认 Pyote Property 上不存在司法管辖水道或受保护水域；受保护物种；或历史、文化或考古遗址或物件，并且在每一情况下均未反映出重大不利环境状况，且其形式和内容令买方合理满意；并且

(iv) 已取得为使用、开发或运营 Pyote Property 所合理必要或适宜的全部此类地役权、通行权及类似出入权（包括但不限于光纤、供水、污水及接入连接的地役权）。

(k) 任何对 Pyote Property 享有管辖权的政府实体
（包括德克萨斯州 Ward County）均未制定、通过或颁布任何法律、命令、暂停令或其他法律要求，无论临时或永久，其 (i) 禁止、暂停或实质限制或附加条件于在 Pyote Property 上开发、建设或运营数据中心，或 (ii) 就 Pyote Property 或该等用途施加任何在生效日时并不适用的分区、许可或其他土地使用审批要求；但前提是，上述规定不适用于德克萨斯州商业不动产一般适用、且未明确适用于或未对数据中心、拟用于 Pyote Property 的规模的电力负载，或向该等负载供电或电力互联施加特定要求的任何法律、命令或要求。

VII.3 卖方义务的条件。卖方完成本协议所设想交易的义务，以下进一步条件的满足（或由卖方放弃）为前提：

(a) 买方在所有重大方面已履行其在本协议项下于交割日当日或之前应履行的全部义务；并且

(b) 本协议所载买方的陈述与保证在交割日当日及截至交割日均真实且正确，如同其在交割日当日及截至交割日作出一样。

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(i) either (y) received final, non-appealable zoning and annexation approvals, as required, from Ward County, Texas and any other applicable governmental and/or quasi-governmental authorities, which allow for the development of the Pyote Property as a Data Center, or (z) reasonably determined that the development of the Pyote Property as a Data Center is permitted "as-of-right" (i.e., without needing to obtain any discretionary zoning approvals) by all applicable governmental and/or quasi-governmental authorities having jurisdiction over the Pyote Property.

(ii) received sufficient contractual water services, rights, and allocations (as reasonably determined by Buyer) to facilitate the construction and operation of the Pyote Property as a Data Center;

(iii) received environmental reports, including, without limitation, a Phase I ESA and Phase II ESA (if applicable) confirming that no jurisdictional or protected waterways; protected species; or historical, cultural, or archeological sites or objects are present on the Pyote Property, in each case reflecting no material adverse environmental conditions and in form and substance reasonably satisfactory to Buyer; and

(iv) received all such easements, rights of way, and similar access as are reasonably necessary or advisable for the use, development or operation of the Pyote Property (including, without limitation, easements for fiber, water, sewer, and tie-ins).

(k) No Governmental Entity having jurisdiction over the Pyote Property (including Ward County, Texas) shall have enacted, adopted or issued any Law, Order, moratorium or other legal requirement, whether temporary or permanent, that (i) prohibits, suspends or materially restricts or conditions the development, construction or operation of a Data Center on the Pyote Property, or (ii) imposes any zoning, permitting or other land use approval requirement on the Pyote Property or such use that was not applicable as of the Effective Date; provided that the foregoing shall not apply to any Law, Order or requirement of general application to commercial real property in the State of Texas that does not expressly apply to, or impose requirements specific to, Data Centers, electrical loads of the size contemplated for the Pyote Property, or the interconnection or supply of electricity to such loads.

VII.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) Buyer shall have performed in all material respects all of its obligations hereunder required to be performed by it at, or before, the Closing Date; and

(b) The representations and warranties of Buyer contained in this Agreement shall be true and correct at, and as of the Closing Date, as if made at, and as of, the Closing Date.

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第八条

终止

VIII.1 终止事由。在交割前，本协议可随时因以下情形终止：

(a) 卖方和买方书面共同同意；

(b) 买方或卖方中的任何一方，若有有管辖权的法院发布命令，限制、禁令禁止或以其他方式禁止交割的完成，或宣布本协议所设想的交易违法，并且该命令已成为最终、具有约束力且不可上诉；但若该命令的发布系因该方未履行其在本协议项下任何义务所致，则任何一方不得根据本第8.1(b)条终止本协议；

(c) 买方或卖方中的任何一方，若交割未在二零二六年十二月15November 30, 2026或本协议另行规定或双方另行同意的更晚日期（“最终期限”）当日或之前发生；但如果交割未能在最终期限前发生系因该方未履行其在本协议项下任何义务所致，则该方不得根据本第8.1(c)条终止本协议；

(d) 买方，若本协议所列任何重大条件未由卖方满足，或第VII.27.2条的条件未得到满足，且该条件无法得到满足，除非买方选择放弃该等满足要求；

(e) 卖方，若买方因买方违约而未能依照本协议完成交割，除非卖方选择放弃该等违约；但前提是，除非买方因其在本协议项下违约而未能完成交割，否则卖方无权终止本协议或保留保证金。为免生疑问，若买方未能完成交割系由于卖方违约、未能履行、未能满足交割条件，或任何并非因买方在本协议项下违约所致的其他情形，则买方有权取回保证金；

(f) 买方，若买方不是拍卖中的成功竞买人或备位竞买人，且卖方与成功竞买人或备位竞买人达成竞争性交易；

(g) 买方，若破产案件被驳回，或被转换为《破产法》第7章项下的案件或案件群，或若在该破产案件中任命了具有扩大权力、可经营或管理卖方财务事务或重整事务的受托人或审查员；

(h) 买方，若卖方撤回或寻求获得撤回竞价程序/出售动议的授权。

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ARTICLE VIII

TERMINATION

VIII.1 Grounds for Termination. This Agreement may be terminated at any time before Closing by:

(a) mutual written agreement of Seller and Buyer;

(b) either Buyer or Seller, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section 8.1(b) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) either Buyer or Seller, if the Closing shall not have occurred on or before ~~December 15~~November 30, 2026, or such later date that is ~~provided for herein or otherwise~~ agreed to by the parties (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement;

(d) Buyer, if any material condition set forth in this Agreement has not been satisfied by Seller or if the conditions of Section ~~VII.2~~7.2 have not been satisfied, and such condition is incapable of being satisfied, unless Buyer elects to waive such satisfaction;

(e) Seller, if Buyer fails to consummate the Closing in accordance with this Agreement due to Buyer's default, unless Seller elects to waive such default; provided, however, that Seller shall not be entitled to terminate this Agreement or retain the Deposit unless Buyer has failed to consummate the Closing as a result of Buyer's default under this Agreement. For the avoidance of doubt, Buyer shall be entitled to the return of the Deposit if Buyer's failure to consummate the Closing is due to Seller's breach, failure to perform, failure to satisfy a condition to Closing, or any other circumstance not caused by Buyer's default under this Agreement;

(f) Buyer, if Buyer is not the successful bidder or the backup bidder at the Auction and Seller enters into a Competing Transaction with the successful bidder or the backup bidder;

(g) Buyer, if the Bankruptcy Case is dismissed or converted to a case or cases under chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller is appointed in the Bankruptcy Case;

(h) Buyer if Seller withdraws or seeks authority to withdraw the Bidding Procedures/Sale Motion.

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（i）买方，在发生影响所购资产的重大损失或征收时。

欲依据本条终止本协议的一方，应按照本文所载通知条款向另一方发出该等终止通知。
尽管有上述规定，除卖方根据第VIII.18.1(e)条终止本协议的情形外，买方有权全额收回善意押金，且卖方无权保留、适用或以其他方式主张善意押金的任何部分。

VIII.2 终止的效力。

(a) 如本协议由买方依第
VIII.18.1(d)条终止，买方有权在该等终止后三(3)个营业日内收回善意押金（含利息）。

(b) 如本协议由卖方依第
VIII.18.1(e)条终止，买方应没收善意押金，且善意押金应作为预定损害赔偿金成为卖方遗产的财产。

(c) 如本协议根据第VIII.18.1条的任何其他分项终止，则该等终止不使本协议任何一方对另一方承担责任，且善意押金（含利息）应于该等终止后三(3)个营业日内返还给买方。

第九条

卖方待履行合同的承担

IX.1 已承担合同。买方应全权负责并应在成交时或之前支付，或促使支付，与已承担合同有关的全部补救成本。除非附件B中明确列明，买方对支付任何补救成本不承担义务。卖方陈述并保证，附件B列明了每一份已承担合同的全部且准确的已知补救成本清单。

第十条

其他事项

X.1 进一步保证。成交日后，各方应签署并交付为将所购资产按本文所载条款转让并转移给买方、并为其他遵守本协议条款及完成本文所规定交易所合理必要的进一步文件，并实施该等行为。

X.2 通知。根据本协议发给任何一方的所有通知、请求及其他通信均应采用书面形式，通过电子邮件传送，并应按以下方式送达：

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(i) Buyer, upon the occurrence of a material casualty or condemnation affecting the Purchased Assets.

The Party desiring to terminate this Agreement under this section shall give notice of such termination to the other Party in accordance with the notice provisions herein. Notwithstanding the foregoing, except in connection with a termination of this Agreement by Seller pursuant to Section ~~VIII.1~~8.1(e), Buyer shall be entitled to receive the Good Faith Deposit in full, and Seller shall have no right to retain, apply or otherwise claim any portion of the Good Faith Deposit.

VIII.2 Effect of Termination.

(a) If this Agreement is terminated by Buyer in accordance with Section ~~VIII.1~~8.1(d), Buyer shall be entitled to the return of the Good Faith Deposit (with interest) within three (3) ~~business days~~Business Days of such termination.

(b) If this Agreement is terminated by Seller in accordance with Section ~~VIII.1~~8.1(e), Buyer shall forfeit the Good Faith Deposit and the Good Faith Deposit shall become property of Seller's Estate as liquidated damages.

(c) If this Agreement is terminated in accordance with any other subsection of Section ~~VIII.1~~8.1, such termination shall be without liability of any Party to the other Party to this Agreement, and the Good Faith Deposit (with interest) shall be returned to Buyer within three (3) ~~business days~~Business Days of such termination.

ARTICLE IX

ASSUMPTION OF EXECUTORY CONTRACTS OF THE SELLER

IX.1 Assumed Contracts. Buyer shall be solely responsible for and shall pay or cause to be paid at or prior to Closing, all Cure Costs related to the Assumed Contracts. Buyer shall have no obligation to pay any Cure Costs except to the extent expressly set forth on Exhibit B. Seller represents and warrants that Exhibit B sets forth a complete and accurate list of all known Cure Costs for each Assumed Contract.

ARTICLE X

MISCELLANEOUS

X.1 Further Assurances. After the Closing Date, each Party shall execute and deliver such further documents, and perform such acts, as may be reasonably necessary to transfer and convey the Purchased Assets to Buyer on the terms contained herein, and to otherwise comply with the terms of this Agreement and to carry out the transactions provided for herein.

X.2 Notices. All notices, requests, and other communications to any Party hereunder shall be in writing, via e-mail transmission, and shall be given:

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If to Seller, to: Lonestar Dream Inc. and Lonestar Taproot LLC
Attn: Michael DuFrayne, CRO;
(mdufrayne@dufraynellc.com)

With a copy to: Stephen M. Packman, Esq.
(spackman@archerlaw.com)

If to Buyer, to Attn: Jimmy Martini: CES Acquisitions LLC
Attn: Nader Pakfar, General Counsel, Real Estate
(npakfar@crusoe.ai)

Hut 8 Corp.
777 Brickell Ave, Floor 2
Miami, FL 33131
(jimmy.martini@hut8.com)
With a copy to: Andrew M. CartyElkins Kalt Weintraub Reuben Gartside LLP
Attn: Michael I. Gottfried, Esq.
(mgottfried@elkinskalt.com) and Brown Rudnick LLP
Seven Times Square
New York, NY 10036
(acarty@brownrudnickCole F. Nicholas, Esq.
(cnicholas@elkinskalt.com)

All such notices, requests, and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request, or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

X.3 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

X.4 Expenses. Except as otherwise provided herein, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal, accounting and other professional fees, whether or not the transactions contemplated hereby are consummated.

X.5 Waivers. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

X.6 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Notwithstanding anything to the contrary herein, Buyer shall have the right, in its sole and 29
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(mdufrayne@dufraynellc.com)

With a copy to: Stephen M. Packman, Esq.
(spackman@archerlaw.com)

If to Buyer, to ~~Attn: Jimmy Martini~~; CES Acquisitions LLC
Attn: Nader Pakfar, General Counsel, Real Estate
(npakfar@crusoe.ai)

~~Hut 8 Corp.~~
~~777 Brickell Ave, Floor 2~~
~~Miami, FL 33131~~
~~(jimmy.martini@hut8.com)~~

With a copy to: ~~Andrew M. Carty~~Elkins Kalt Weintraub Reuben Gartside LLP
Attn: Michael I. Gottfried, Esq.
(mgottfried@elkinskalt.com) and
~~Brown Rudnick LLP~~
~~Seven Times Square~~
~~New York, NY 10036~~
~~(acarty@brownrudnick~~Cole F. Nicholas, Esq.
(cnicholas@elkinskalt.com)

All such notices, requests, and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request, or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

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X.7 风险承担。卖方同意承担在所有权转移给买方之日或之前发生于所购资产的损失或损害风险。如在转让之前，Pyote Property的全部或任何重大部分已成为尚未完成的或拟议中的征收程序对象，或者Pyote Property已遭重大损坏或毁坏，卖方应将该事实通知买方，且买方有权选择终止本协议；若买方选择终止本协议，则善意押金及其全部已产生利息应立即返还买方。若本协议终止且如前所述善意押金及其累计利息已返还，则双方在本协议项下均不再享有任何进一步权利或义务。如在收到前述卖方通知后，买方未行使其终止本协议的选择权，则双方仍受本协议约束，且卖方应转让并交付，而买方有权接收并保留，该通知中所述因征收而作出的全部补偿款，或因该等毁损或损害而应支付的全部保险赔付，以及卖方应支付的任何免赔额。如在转让之前，构成设备的任何所购资产部分已遭重大损坏、灭失或毁坏，或所购资产发生重大征收，卖方应将该事实通知买方，且买方可选择：(i) 接受因该等毁坏、损坏、灭失或征收而应支付的全部保险金或征收补偿金，以及卖方应支付的任何免赔额；或 (ii) 同意按当前双方一致同意的灭失、损坏或毁坏的所购资产价值减少购买价款；或 (iii) 终止本协议并立即收回善意押金
（含利息）。

X.8 适用法律。本协议应依纽约州法律予以解释、履行并执行，并受其管辖，但不适用其法律冲突原则）所致使适用纽约州以外任何法域法律的情况；但以《破产法典》已排除该等法律适用的范围为限。
双方在此不可撤销地选择破产法院作为就因本协议而产生或与本协议有关的任何事项进行裁判的唯一司法论坛，并同意该法院享有专属管辖权，且放弃就该等事项享有任何陪审团审判权。

在任何由任何一方对任何其他方或其任何受让人提起的、任何类型的任何诉讼、程序或其他诉讼中，无论系合同请求、侵权请求还是其他请求，各方在适用法律允许的最大范围内放弃基于本协议或本协议所设想交易而产生的或与之相关的任何请求或诉因的陪审团审判权。

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absolute discretion and without the prior consent of Seller, to assign this Agreement, and its rights and obligations hereunder, in whole or in part, to one or more affiliates of Buyer or to one or more designees (including, without limitation, any entity formed for the purpose of consummating the transactions contemplated hereby); provided, however, that such assignment shall not release Buyer from its obligations hereunder. Seller may not assign, in whole or in part, this Agreement or its rights hereunder without the prior written consent of Buyer.

X.7 Assumption of Risk. Seller agrees to assume the risk of loss or damage to the Purchased Assets occurring on or before the date on which title thereof is conveyed to Buyer. If, prior to its conveyance, all or any material portion of the Pyote Property is the subject of a pending or contemplated taking by eminent domain which has not been consummated or if the Pyote Property has been substantially damaged or destroyed, Seller shall notify Buyer of such fact and Buyer shall have the option to terminate this Agreement and, in the event Buyer shall elect to terminate this Agreement, the Good Faith Deposit together with all interest earned thereon shall promptly be returned to Buyer. If this Agreement is terminated and the Good Faith Deposit together with accrued interest is returned, as aforesaid, neither Party shall have any further rights or obligations hereunder. If, after receipt of Seller's notice, as aforesaid, Buyer does not exercise its option to terminate this Agreement, the Parties hereto shall remain bound hereunder and Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, all awards for the taking by eminent domain described in said notice or all insurance proceeds payable as a result of such destruction or damage and any deductible due from Seller If, prior to its conveyance, any part of the Purchased Assets which constitutes Equipment has been substantially damaged, lost or destroyed, or if there has been a material condemnation affecting the Purchased Assets, Seller shall notify Buyer of such fact and Buyer may elect to either (i) accept all insurance or condemnation proceeds payable as a result of such destruction, damage or, loss or condemnation and any deductible due from Seller or, (ii) agree to a reduction of the Purchase Price by the current mutually agreed value of the lost, damaged or destroyed Purchased Asset, or (iii) terminate this Agreement and receive the prompt return of the Good Faith Deposit (with interest).

X.8 Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of State of New York, without giving effect to the principles of conflicts of laws thereof) (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, except to the extent that such laws are superseded by the Bankruptcy Code. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court and waive any right to a jury trial regarding the same.

EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR ANY ASSIGNEE THEREOF, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE.

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X.9 完整协议；修订；副本。本协议载明双方就本协议标的事项之间的完整协议，且仅可由卖方和买方以书面形式签署后予以修订。本协议可签署若干份副本，每一份均构成一份正本，且所有副本合在一起构成同一份文书。本协议在双方收到由对方签署的本协议对应副本时即生效。

X.10 标题；表头；解释。本协议中的标题仅为便于参考而设，在对本协议进行解释或说明时应予忽略。本协议所含标题仅为方便之用，绝无意用于描述、解释、界定或限制本协议的范围、幅度或意图。
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X.11 约束双方。本协议的条款和条件对双方及其各自的继承人、遗嘱执行人、继受人以及获准受让人具有约束力，并使其受益。

X.12 可分割性。除非本文另有规定，如本协议任何条款被有管辖权的法院认定为不可执行，该条款应自动予以修订并解释为在保留其原始意图的前提下，在法律或衡平法允许的最大范围内有效、可操作且可执行。本协议任何部分或条款无效，不应导致本协议其余部分无效。

X.1310.13 管辖权保留。凡与本协议最终完成及执行有关的任何及一切争议、分歧、解释或其他事项，均应并继续由破产法院独占管辖，因此，任何诉状、诉因或其他救济请求，均须由寻求该等救济的一方提交该法院。

兹证明，双方已于上述首次载明之日期有效签署本协议生效日期。

卖方：
Lonestar Dream IncLONESTAR DREAM INC.
由：

_____

_____
姓名：Kevin Pan
职务：首席执行官
卖方：

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X.9 Entire Agreement; Amendments; Counterparts. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by in writing, executed by Seller and Buyer. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties hereto shall have received a counterpart hereof signed by the other Party hereto.

X.10 Captions; Headings; Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

X.11 Parties Bound. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, successors, and permitted assigns.

X.12 Severability. Except as otherwise provided herein, if any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part or provision of this Agreement shall not render the remainder of this Agreement invalid.

~~X.13~~10.13 Retention of Jurisdiction. ANY AND ALL DISPUTES, DISAGREEMENTS, INTERPRETATIONS, OR OTHER MATTERS CONCERNING THE FINAL CONSUMMATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE AND REMAIN IN THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, AS A RESULT THEREOF, ANY PLEADINGS, CAUSES OF ACTION OR OTHER REQUESTS FOR RELIEF MUST BE BROUGHT BEFORE SAID COURT BY THE PARTY SEEKING SUCH RELIEF.

IN WITNESS WHEREOF, the Parties have ~~duly~~ executed this Agreement as of the ~~date first written above~~Effective Date.

~~**SELLER:**~~SELLERS:
~~**Lonestar Dream Inc**~~LONESTAR DREAM INC.
By: _____

Name: ~~Kevin Pan~~
Title: ~~CEO~~

~~**SELLER:**~~

~~4934-0292-0148, v. 1~~4914-1870-6899, v. 7

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案号 26-18325-EJO
文档 254-3
提交于 09/26/26 于 09/26/26 00:37:15
证据 C - APA 红线对照版 第 100 页，共 140 页
Lonestar TaprootLONESTAR TAPROOT LLC
由：
姓名：Kevin Pan
职务：Lonestar Dream Inc. 首席执行官，Lonestar Taproot LLC 唯一
成员
买方：MESQUITE FALCON
CES ACQUISITIONS LLC
由：
姓名：Nader Pakfar
职务：总法律顾问，房地产
32
4934-0292-0148, v. 14914-1870-6899, v. 7

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~~Lonestar Taproot~~LONESTAR TAPROOT LLC
By: _____

Name: ~~Kevin Pan~~
Title: ~~CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC~~

BUYER: ~~MESQUITE FALCON~~ CES ACQUISITIONS LLC
By: _____

Name: Nader Pakfar
Title: General Counsel, Real Estate

~~4934-0292-0148, v. 1~~4914-1870-6899, v. 7

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附录 I

若干定义

“拍卖”系指在根据竞买程序提交更高且更优报价时，由卖方举行的拍卖。

“竞买程序”系指规制拟议的资产营销、拍卖及对所购资产竞价的程序，且该程序依照竞买程序命令并附于其后。

“竞买程序/出售动议”系指寻求作出以下命令的动议：(i) 竞买程序命令；以及 (ii) 出售批准命令；该等命令的形式和实质应令买方在合理程度上满意。

“竞买程序命令”系指破产法院批准竞买程序的命令，该命令应包括对破断费和费用补偿的批准，并且其形式和实质应为买方在其合理裁量下可接受，且至少应包括通常的投标保护，包括：(i) 金额相当于破断费、费用补偿及双方同意之初始加价增幅总和的最低初始更高报价；(ii) 双方同意之最低后续更高报价增幅；(iii) 要求任何竞争性竞标人符合“合格竞标人”资格（包括交付无少于条款或条件之APA的具有约束力修订稿、证明其具备完成交易的财务能力，以及至少等于善意保证金的不可退还保证金）；(iv) 对任何存在争议留置权的当事方进行信用出价的限制；(v) 在与竞争性竞标人进行任何替代交易完成时支付破断费和费用补偿；以及 (vi) 买方可合理要求的其他此类惯常“引诱投标人”保护。(I) 批准出售债务人几乎全部资产的竞买程序，(II) 授权债务人指定引诱投标人，(III) 安排拍卖并批准有关通知的形式及送达方式，(IV) 批准指定的执行合同及未到期租约的承担与转让或拒绝的程序，(V) 安排出售听证并批准有关通知的形式及送达方式，及 (VI) 批准相关救济，由破产法院于 2026年8月17日 作出。

“营业日”系指不是星期六、星期日，亦非纽约州纽约市的银行机构无须营业的任何一天。

“索赔”系指任何索赔、请求、评估、判决、命令、裁定、诉讼、诉因、诉讼程序、起诉、调查或其他程序。

“竞争性交易”系指与一名竞标人进行的交易，该竞标人向卖方提出的对所购资产之购买价高于卖方买方所提出者，而该更高且更优的出价已获破产法院命令批准。

“补救成本”系指为弥补根据破产法第 365(b)(1) 条或以其他方式为实现以下目的而必须支付的所有金额：

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ANNEX I

CERTAIN DEFINITIONS

"Auction" means an auction to be held by the Seller in the event higher and better bids are submitted in accordance with the Bidding Procedures.

"Bidding Procedures" means the procedures governing the proposed marketing of, auction of, and bidding for the Purchased Assets pursuant, and attached, to the Bidding Procedures Order.

"Bidding Procedures/Sale Motion" means the motion seeking entry of (i) the Bidding Procedures Order and (ii) Sale Approval Order, which shall be in form and substance reasonably satisfactory to Buyer.

"Bidding Procedures Order" means ~~an~~the Order ~~of the Bankruptcy Court approving the Bidding Procedures, which shall include approval of the Breakup Fee and Expense Reimbursement., and which shall be in form and substance acceptable to Buyer in its reasonable discretion and shall include, at a minimum, customary bid protections, including: (i) a minimum initial overbid in an amount equal to the sum of the Breakup Fee, Expense Reimbursement and an initial overbid increment to be agreed by the parties; (ii) minimum subsequent overbid increments to be agreed by the parties; (iii) requirements that any competing bidder qualify as a "Qualified Bidder" (including delivery of a binding mark up of the APA with no fewer terms or conditions, proof of financial wherewithal to close, and a non-refundable deposit at least equal to the Good Faith Deposit); (iv) restrictions on credit bidding by any party with disputed liens; (v) payment of the Breakup Fee and Expense Reimbursement on the closing of any alternative transaction with a competing bidder; and (vi) such other customary stalking horse protections as Buyer may reasonably require.~~(I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Designate the Stalking Horse Bidder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Procedures for the Assumption and Assignment of or Rejection of Designated Executory Contracts and Unexpired Leases, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief entered by the Bankruptcy Court on August 17, 2026.

"Business Day" means any day that is not a Saturday, Sunday, or a day on which banking institutions in New York, New York are not required to be open.

"Claim" means any claim, demand, assessment, judgment, order, decree, action, cause of action, litigation, suit, investigation, or other Proceeding.

"Competing Transaction" shall mean a transaction with a bidder who has offered Seller a higher and better purchase price for the Purchased Assets to that offered by ~~Seller~~Buyer, which higher and better bid is approved by order of the Bankruptcy Court.

"Cure Costs" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant

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根据《破产法典》，由债务人对假定合同的承担以及向买方的转让。

“数据中心”系指全部或部分用于容纳、供电、冷却、互联或运行计算、数据处理、数据存储、网络、电信或类似信息技术或电子设备的任何设施，或者用于高性能计算、人工智能、机器学习、云、托管或机柜托管业务的任何设施；为免生疑义，该等设施不包括主要为挖掘比特币或其他加密货币、数字资产、代币或类似基于区块链的资产而运营的设施。

“债务人”系指 Lonestar Dream, Inc. 和 Lonestar Taproot LLC。

“财产”系指卖方的破产财产，包括破产案件中在申请日属于债务人的全部资产、权利和利益。

“最终命令”系指其效力或效果未被中止的命令或判决，并且就该命令或判决（或其任何修订、修改或变更）而言，提出上诉或请求复审或重新听证的期限已届满，且未提出上诉、复审申请或重新辩论动议并待审理。

“政府实体”系指任何联邦、州、地方或外国的政治分支、法院、行政机构、委员会、局、委员会、部门或其他政府当局或机关。

“法律”系指任何法律、法规、条约、规则、指令、规章或任何政府实体的命令。

“责任”系指任何责任或义务，无论已知或未知、已主张或未主张、绝对或或有、已发生或未发生、已确定金额或未确定金额、到期或将到期，以及无论何时被主张。

“重大不利影响”系指单独或合并而言，任何事件、变化、情况、发生、效果、发展或事实状态，（a）已对购买资产造成，或可合理预期会对购买资产造成重大不利影响；或（b）可合理预期会妨碍、重大延迟或重大损害卖方完成本协议所设想交易的能力；但以下任何事项，无论单独还是组合，均不得被视为构成，亦不得在判断是否存在重大不利影响时予以考虑：(i) 一般经济、监管或政治状况或总体金融、信贷或证券市场的变化（包括利率或汇率变化）；(ii) 一般性影响经营所在行业的变化；(iii) 法律或公认会计原则（或其权威解释）的变化；(iv) 任何自然灾害、不可抗力、流行病、疫情或疾病暴发；(v) 任何恐怖主义行为、破坏、网络攻击、军事行动或战争；或 (vi) 本协议所设想交易或破产案件的公告或待决状态；但进一步规定，就第 (i) 至 (v) 项所述的任何事件、变化、情况、发生、效果、发展或事实状态，如该事件、变化，

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to the Bankruptcy Code, the assumption by Debtor and assignment to Buyer of the Assumed Contracts.

"Data Center" means any facility that is intended to be used, in whole or in part, for the housing, powering, cooling, interconnection or operation of computing, data processing, data storage, networking, telecommunications or similar information technology or electronic equipment, for high-performance computing, artificial intelligence, machine learning, cloud, hosting or colocation operations, which shall, for the avoidance of doubt, exclude such a facility operated primarily for the purposes of mining Bitcoin or other cryptocurrencies, digital assets, tokens or similar blockchain-based assets.

"Debtor" means Lonestar Dream, Inc. and Lonestar Taproot LLC.

"Estate" shall mean the Seller's bankruptcy estate consisting of all assets, rights and interests of the Debtor on the Petition Date in the Bankruptcy Case.

"Final Order" means an order or judgment, the operation or effect of which is not stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for re-argument has been taken or been made and is pending for argument.

"Governmental Entity" means any federal, state, local or foreign political subdivision, court, administrative agency, board, bureau, commission, or department or other governmental authority or instrumentality.

"Law" means any law, statute, treaty, rule, directive, or regulation or Order of any Governmental Entity.

"Liability" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, regardless of when asserted.

"Material Adverse Effect" means any event, change, circumstance, occurrence, effect, development or state of facts that, individually or in the aggregate, (a) has had, or would reasonably be expected to have, a material adverse effect on the Purchased Assets or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of Seller to consummate the transactions contemplated by this Agreement; provided, however, that none of the following, alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect: (i) changes in general economic, regulatory or political conditions or the financial, credit or securities markets in general (including changes in interest rates or exchange rates); (ii) changes generally affecting the industry in which the Business operates; (iii) changes in Law or GAAP (or authoritative interpretations thereof); (iv) any natural disaster, act of God, epidemic, pandemic or disease outbreak; (v) any act of terrorism, sabotage, cyberattack, military action or war; or (vi) the announcement or pendency of the transactions contemplated by this Agreement or the Bankruptcy Case; provided, further, that any event, change, circumstance, occurrence, effect, development or state of facts referred to in clauses (i) through (v) may be taken into account in determining whether a Material Adverse Effect has occurred to the extent such event, change,

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该情况、发生、效果、发展或事实状态对购买资产产生了不成比例的不利影响。

“命令”系指任何政府实体或仲裁员作出的判决、令状、判令、合规协议、禁令、规则、裁决、和解协议或命令。

“许可”系指从政府实体取得，或需要从政府实体取得的所有许可、执照、授权、登记、特许、批准、证书、变更许可及类似权利。

“电力权利”系指与 Pyote Property 相关的电力分配及相关电力权利，包括 Pyote Load。

“程序”系指在任何法院或其他政府实体之前或由其发起、提起、开展或审理，或以其他方式涉及任何法院或其他政府实体或任何仲裁员或仲裁庭的任何行动、诉讼、诉讼程序、仲裁、程序（包括任何民事、刑事、行政、调查或上诉程序）、听证、审计、检查或调查。

“人士”应作广义解释，包括个人、合伙企业、公司、有限责任公司、协会、股份公司、信托、合资企业、非法人组织，或包括政府实体在内的其他实体（或其任何部门、机构或政治分支）。

“Tarbush Agreement”系指日期为2026年9月21日本协议签署日的某项资产购买协议，由 LONESTAR DREAM INC.（特拉华州公司）作为卖方，与 LONESTAR TAPROOT LLC（特拉华州有限责任公司）作为卖方，以及 RAPTOR BASIN LLC（特拉华州有限责任公司）作为买方，于本协议签署之时大致同时签署。

“税”或“税款”系指任何联邦、州、地方或外国的所得税、总收入税、执照税、工资税、雇佣税、消费税、遣散税、印花税、营业税、溢价税、暴利税、环境税、关税、资本股税、特许税、利润税、预扣税、社会保险税（或类似税）、失业税、残障税、不动产税、动产税、销售税、使用税、转让税、登记税、增值税、替代性或附加最低税、预估税或其他任何种类的税，包括其中的任何利息、罚金或附加额，无论是否存在争议。

“纳税申报表”系指与税款有关的任何申报表、申报书、报告、退税申请或信息申报表或声明，包括其任何附表或附件，以及其任何修订。

“出售批准命令”系指美国破产法院作出的、在形式和实质上令买方满意的命令，其中除其他事项外，（a）批准：(i) 本协议以及债务人对本协议及其所设想的其他文书和协议的签署、交付和履行；(ii) 将购买资产自由且不受任何留置权约束地出售给买方；
(iii) 按照本文所载条款将假定合同由债务人承担并转让给买方；以及 (b) 确认买方为善意购买人。

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circumstance, occurrence, effect, development or state of facts has a disproportionate adverse effect on the Purchased Assets.

"Orders" means judgments, writs, decrees, compliance agreements, injunctions, rules, awards, settlement agreements, or orders of any Governmental Entity or arbitrator.

"Permits" means all permits, licenses, authorizations, registrations, franchises, approvals, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Entities.

"Power Rights" means the electrical power allocation and related power rights associated with the Pyote Property, including the Pyote Load.

"Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination, or investigation commenced, brought, conducted, or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

"Person" shall be construed broadly and shall include an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or another entity including a Governmental Entity (or any department, agency, or political subdivision thereof).

"Tarbush Agreement" means that certain ~~Aset~~Asset Purchase Agreement, dated as of ~~September 21, 2026~~the date hereof, by and between LONESTAR DREAM INC., a Delaware corporation, as seller, and LONESTAR TAPROOT LLC, a Delaware limited liability company, as seller, and ~~RAPTOR BASIN LLC, a Delaware limited liability company~~Buyer, as buyer, executed substantially contemporaneous herewith.

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Sale Approval Order" means an order of the Bankruptcy Court in form and substance acceptable to Buyer, *inter alia*, (a) approving (i) this Agreement and the execution, delivery, and performance by Debtor of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale of the Purchased Assets to Buyer free and clear of all Liens; (iii) the assumption and assignment to Buyer of the Assumed Contracts on the terms set forth herein; and (b) determining that Buyer is a good faith purchaser.

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附录 A 购买资产

资产 # 实体 总账科目 发票 文件中的位置 编号 卖方名称 资产描述
日期 服务
L001 Lonestar Land 02/25/2022 02/25/2022 Priority Power 22.97 英亩，位于第 75 区，
Taproot Management 第 34 块 Ward County
LLC
F002 Lonestar Furniture & 08/21/2024 08/21/2024 Fucheng Steel 移动房屋
Taproot Fixtures Huaying
Integrated
Housing CO.
F003 Lonestar Furniture & 08/21/2024 08/21/2024 Fucheng Steel 移动房屋
Taproot Fixtures Huaying
Integrated
Housing CO.
V001 Lonestar Vehicles 01/18/2022 01/01/2022 2018 Toyota Tacoma
Dream Dream
LI001 Lonestar Land 03/31/2022 04/01/2022 24880 All State Fence All State Fence 6' 11 链式围栏
Taproot Improvements Company
LI003 Lonestar Land 07/28/2022 08/01/2022 25347 All State Fence 重型焊接框架与
Taproot Improvements Company 终端柱及带混凝土的门柱
LI007 Lonestar Land 12/31/2021 04/01/2022 2130-001 Charis Charis Engineering 土建、
Taproot Improvements Engineering, Mechanical, and Electrical
LLC Design

LI010 Lonestar Land 12/31/2021 04/01/2022 1133 与 1159 与 Westwood 进场道路垫层
Taproot Improvements 变更单 Transport, LLC.
LI010 Lonestar Land 01/31/2022 04/01/2022 1133 与 1159 与 Westwood 进场道路垫层变更
Taproot Improvements 变更单 Transport, LLC. 订单 1 - Pyote 公路
变更和钙质土坑
设备
LI011 Lonestar Land 04/06/2022 05/01/2022 1201 Westwood 平整、垫层及主
Taproot Improvements Transport, LLC. 入口最终付款
30% + 变更单
LI013 Lonestar Land 05/23/2022 06/01/2022 变更单 10 Westwood 主入口与
Taproot Improvements Transport, LLC. 电工道路垫层
LI014 Lonestar Land 06/02/2022 07/01/2022 1230 Westwood 送货及人工费的豌豆砾石
Taproot Improvements Transport, LLC.
BD001 Lonestar Land 01/31/2022 04/01/2022 20688408 Elite Supply 5" 134W 304SS 管道 Pyote
Taproot Improvements Partners Inc

BD002 Lonestar Buildings 03/31/2022 04/01/2022 ICJE4 Lonestar Dream Chao Suan Pyote 场地 3D
Taproot Inc. 模型

BD004 Lonestar Buildings 12/31/2021 01/01/2022 TG00147 Terracon Terracon Consultants, Inc.
Taproot Consultants, Inc. 岩土工程 Pyote
BD005 Lonestar Buildings Various 01/01/2023 Pyote 建筑 1 JNL Steel 浸入式建筑 1
Taproot Components,
Inc/Delta
Overhead
Doors/West Tex
Field Services,
LLC

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EXHIBIT A

Purchased Assets

Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
L001	Lonestar Taproot	Land	02/25/2022	02/25/2022		Priority Power Management LLC	22.97 Acres in Sec 75, Block 34 Ward County
F002	Lonestar Taproot	Furniture & Fixtures	08/21/2024	08/21/2024		Fucheng Huaying Integrated Housing CO.	Steel Mobile Home
F003	Lonestar Taproot	Furniture & Fixtures	08/21/2024	08/21/2024		Fucheng Huaying Integrated Housing CO.	Steel Mobile Home
V001	Lonestar Dream	Vehicles Dream	01/18/2022	01/01/2022			2018 Toyota Tacoma
LI001	Lonestar Taproot	Land Improvements	03/31/2022	04/01/2022	24880	All State Fence Company	All State Fence 6' 11 Chain Link Fence
LI003	Lonestar Taproot	Land Improvements	07/28/2022	08/01/2022	25347	All State Fence Company	Heavy Welded Frames & Terminal & Gate Posts with Concrete
LI007	Lonestar Taproot	Land Improvements	12/31/2021	04/01/2022	2130-001	Charis Engineering, LLC	Charis Engineering Civil, Mechanical, and Electrical Design
LI010	Lonestar Taproot	Land Improvements	12/31/2021	04/01/2022	1133 & 1159 & Change Order	Westwood Transport, LLC.	Access Road Pads
LI010	Lonestar Taproot	Land Improvements	01/31/2022	04/01/2022	1133 & 1159 & Change Order	Westwood Transport, LLC.	Access Road Pads Change Order 1 - Pyote HWY Changes and Caliche Pit Equip
LI011	Lonestar Taproot	Land Improvements	04/06/2022	05/01/2022	1201	Westwood Transport, LLC.	Grading, Pad & Main Entrance Final Payment 30% + Change Orders
LI013	Lonestar Taproot	Land Improvements	05/23/2022	06/01/2022	Change Order 10	Westwood Transport, LLC.	Main Entrance & Electrician Road Pad
LI014	Lonestar Taproot	Land Improvements	06/02/2022	07/01/2022	1230	Westwood Transport, LLC.	Loads of Pea Gravel Delivery & Labor
BD001	Lonestar Taproot	Land Improvements	01/31/2022	04/01/2022	20688408	Elite Supply Partners Inc	5" 134W 304SS Pipes Pyote
BD002	Lonestar Taproot	Buildings	03/31/2022	04/01/2022	ICJE4	Lonestar Dream Inc.	Chao Suan Pyote Site 3D Model
BD004	Lonestar Taproot	Buildings	12/31/2021	01/01/2022	TG00147	Terracon Consultants, Inc.	Terracon Consultants, Inc. Geotechnical Pyote
BD005	Lonestar Taproot	Buildings	Various	01/01/2023	Pyote Building 1	JNL Steel Components, Inc/Delta Overhead Doors/West Tex Field Services, LLC	Immersion Building 1

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资产编号 实体 总账科目 发票 文件中的位置 文号 供应商名称 资产描述
日期 服务
BD006 Lonestar Buildings Various 01/01/2023 Pyote Building 2 West Tex Field Immersion Building 2
Taproot Services,
LLC/JNL Steel
Components,
Inc./Westwood
Transport, LLC.
BD007 Lonestar Buildings 04/06/2022 05/01/2022 变更单 1 和 2 West Tex Field Pyote 泵房及聚乙烯
Taproot Services, LLC 管道（变更单第2号）
TF003 Lonestar Transformers 02/28/2022 04/01/2022 420382 Alamo 500KVA 12470Y 208Y/120
Taproot Transformer 3 台面式，序列号
Supply Company 第72112393552号 已安装
Inc.
TF004 Lonestar Transformers 01/25/2022 04/01/2022 INV-85345 Maddox MT13798-S 500 kVA
Taproot Industrial 台面式变压器 高压：
Transformer 24940 GY 14400 低压：480
Y 277 已安装

TF031 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100095
LTD. 安装于 Pyote
TF032 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100109
LTD. 安装于 Pyote
TF033 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100101
LTD. 安装于 Pyote
TF034 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100102
LTD. 安装于 Pyote

TF035 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100100
LTD. 安装于 Pyote
TF036 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA

Taproot 0920 Transformer Co., 序列号：HPT003100110
LTD. 安装于 Pyote
TF037 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100099
LTD. 安装于 Pyote
TF038 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100096
LTD. 安装于 Pyote

TF039 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100104
LTD. 安装于 Pyote
TF040 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100105
LTD. 安装于 Pyote

TF041 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100103
LTD. 安装于 Pyote
TF042 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100112
LTD. 安装于 Pyote
TF043 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100098
LTD. 安装于 Pyote
TF044 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100114
LTD. 安装于 Pyote

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
BD006	Lonestar Taproot	Buildings	Various	01/01/2023	Pyote Building 2	West Tex Field Services, LLC/JNL Steel Components, Inc/Westwood Transport, LLC.	Immersion Building 2
BD007	Lonestar Taproot	Buildings	04/06/2022	05/01/2022	Change Order 1 & 2	West Tex Field Services, LLC	Pyote Pump House & Poly Pipes (Change Order #2)
TF003	Lonestar Taproot	Transformers	02/28/2022	04/01/2022	420382	Alamo Transformer Supply Company Inc.	500KVA 12470Y 208Y/120 3 Phase Padmount Serial #72112393552 Installed
TF004	Lonestar Taproot	Transformers	01/25/2022	04/01/2022	INV-85345	Maddox Industrial Transformer	MT13798-S 500 kVA Padmount Transformer HV: 24940 GY 14400 LV: 480 Y 277 Installed
TF031	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-2021 0920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100095 Installed in Pyote
TF032	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-2021 0920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100109 Installed in Pyote
TF033	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-2021 0920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100101 Installed in Pyote
TF034	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-2021 0920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100102 Installed in Pyote
TF035	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-2021 0920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100100 Installed in Pyote
TF036	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-2021 0920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100110 Installed in Pyote
TF037	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-2021 0920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100099 Installed in Pyote
TF038	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-2021 0920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100096 Installed in Pyote
TF039	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-2021 0920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100104 Installed in Pyote
TF040	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-2021 0920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100105 Installed in Pyote
TF041	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-2021 0920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100103 Installed in Pyote
TF042	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-2021 0920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100112 Installed in Pyote
TF043	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-2021 0920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100098 Installed in Pyote
TF044	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-2021 0920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100114 Installed in Pyote

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资产编号 实体 总账科目 发票 文件中的位置 文号 供应商名称 资产描述
日期 服务
TF045 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100120
LTD. 安装于 Pyote
TF046 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100134
LTD. 安装于 Pyote
TF047 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100107
LTD. 安装于 Pyote
TF048 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100141
LTD. 安装于 Pyote

TF050 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100097
LTD. 安装于 Pyote
TF051 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100123
LTD. 安装于 Pyote
TF052 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100137
LTD. 安装于 Pyote
TF053 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100125
LTD. 安装于 Pyote

TF054 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA
Taproot 0920 Transformer Co., 序列号：HPT003100113
LTD. 安装于 Pyote
TF055 Lonestar Transformers 09/20/2021 04/01/2022 YJ0001200004-2021 Jiangsu Huapeng JSHP 24.94kV, 2.5MVA

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Taproot 0920 Transformer Co., 序列号：HPT003100106
LTD. 安装于 Pyote
CN017 Lonestar Computer & 03/31/2022 04/01/2022 ICJE4 Lonestar Dream Chao Suan Cisco Network
Taproot Network Inc. 设备
设备
CN018 Lonestar Computer & 03/31/2022 04/01/2022 ICJE4 Lonestar Dream Chao Suan H3C 网络
Taproot Network Inc. 设备
设备
CN020 Lonestar Computer & 02/28/2022 04/01/2022 INET0013435 Infrastructure Infrastructure Networks
Taproot Network Networks Inc. 互联网安装 Pyote
设备

CN021 Lonestar Computer & 08/01/2022 09/01/2022 INET0015587 Infrastructure 安装，硬件、
Taproot Network Networks Inc. 紧固件、连接器
设备
CN022 Lonestar Computer & 10/24/2022 11/01/2022 IN-00062689 FiberLight, LLC 光纤安装
Taproot Network
设备

TM001 Lonestar Tools, 02/16/2022 04/01/2022 22-0013 Crane Monsters Used 2009 Grove RT700E
Taproot Machinery & Corp 粗糙地形起重机
Equipment
TM002 Lonestar Tools, 06/04/2022 09/01/2022 22-0035Tarbush Crane Monsters Used 2009 Tadano
Taproot Machinery & Corp GR600SL 起重机 Tarbush
Equipment
TM003 Lonestar Tools, 03/31/2022 04/01/2022 203629654-001 United Rentals Skytrak 10054 动力与
Taproot Machinery & Power & HVAC HVAC 叉车 序列号：
Equipment 0160062628
TM006 Lonestar Tools, 03/01/2022 04/01/2022 1209622-0001 Texas First 100 KW（125 KWA）拖车
Taproot Machinery & Rental 发电机 型号 XQ100N
Equipment 序列号：0D4D02621
VIN:16MPF1120CD065102

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TF045	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100120 Installed in Pyote
TF046	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100134 Installed in Pyote
TF047	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100107 Installed in Pyote
TF048	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100141 Installed in Pyote
TF050	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100097 Installed in Pyote
TF051	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100123 Installed in Pyote
TF052	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100137 Installed in Pyote
TF053	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100125 Installed in Pyote
TF054	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100113 Installed in Pyote
TF055	Lonestar Taproot	Transformers	09/20/2021	04/01/2022	YJ0001200004-20210920	Jiangsu Huapeng Transformer Co., LTD.	JSHP 24.94kV, 2.5MVA SN: HPT003100106 Installed in Pyote
CN017	Lonestar Taproot	Computer & Network Equipment	03/31/2022	04/01/2022	ICJE4	Lonestar Dream Inc.	Chao Suan Cisco Network Equipment
CN018	Lonestar Taproot	Computer & Network Equipment	03/31/2022	04/01/2022	ICJE4	Lonestar Dream Inc.	Chao Suan H3C Network Equipment
CN020	Lonestar Taproot	Computer & Network Equipment	02/28/2022	04/01/2022	INET0013435	Infrastructure Networks Inc.	Infrastructure Networks Internet Installation Pyote
CN021	Lonestar Taproot	Computer & Network Equipment	08/01/2022	09/01/2022	INET0015587	Infrastructure Networks Inc.	Installation, Hardware, Fasteners, Connectors
CN022	Lonestar Taproot	Computer & Network Equipment	10/24/2022	11/01/2022	IN-00062689	FiberLight, LLC	Fiber Installation
TM001	Lonestar Taproot	Tools, Machinery & Equipment	02/16/2022	04/01/2022	22-0013	Crane Monsters Corp	Used 2009 Grove RT700E Rough Terrain Crane
TM002	Lonestar Taproot	Tools, Machinery & Equipment	06/04/2022	09/01/2022	22-0035Tarbush	Crane Monsters Corp	Used 2009 Tadano GR600SL Crane Tarbush
TM003	Lonestar Taproot	Tools, Machinery & Equipment	03/31/2022	04/01/2022	203629654-001	United Rentals Power & HVAC	Skytrak 10054 Power & HVAC Forklift Serial #: 0160062628
TM006	Lonestar Taproot	Tools, Machinery & Equipment	03/01/2022	04/01/2022	1209622-0001	Texas First Rental	100 KW (125 KWA) Tow Generator Model XQ100N Serial #: 0D4D02621 VIN:16MPF1120CD065102

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资产编号 实体 总账科目 发票 文件中的位置 文号 供应商名称 资产描述
日期 服务
TM009 Lonestar Tools, 06/06/2022 07/01/2024 INV0152 CNO 摄像头安装人工、
Taproot Machinery & Technologies, 差旅及材料
Equipment LLC
TM010 Lonestar Tools, 12/01/2025 12/01/2025 Mars Dream 叉车 Huayee 型号
Taproot Machinery & HYD20 2024
Equipment SN#HY24082231
V004 Lonestar Vehicles 05/31/2022 06/01/2022 03-492978 National Storage Nationwide Trailers 25英尺'
Taproot Taproot Tank, Inc. 低矮平板车，双轮 $15,700.22 +
$1,744.47 序列号：
4P53F3425N1382655
V005 Lonestar Vehicles 05/31/2022 06/01/2022 09-494694 National Storage Nationwide Trailers Look
Taproot Taproot Tank, Inc. CP,CR,7X16 年份：2023 序列号：
53BMTEA23PR010745
V010 Lonestar Vehicles 04/22/2022 09/01/2022 1K00815 Ewald Kubota Kubota
Taproot Taproot Inc. RTV-XG850SLAS22

HD041 Lonestar Cooling 12/31/2021 04/01/2022 5964 Elite Drillers Pyote 水井——钻井
Taproot System Corporation of Water Well and Pump
-Hydro 安装
HD042 Lonestar Cooling 05/27/2022 06/01/2022 6035 Elite Drillers Pyote 水井——钻井
Taproot System Corporation of Water Well and Pump
-Hydro 安装 北井
HD043 Lonestar Cooling 01/13/2022 04/01/2022 ECT104-18 East Coast Tank East Coast Tank 水
Taproot System Storage Tanks 39英寸'×6英寸"直径 x
-Hydro 10英尺'×7英寸"高
HD044 Lonestar Cooling 01/13/2022 04/01/2022 ECT104-18 East Coast Tank East Coast Tank 水
Taproot System Storage Tanks 39英寸'×6英寸"直径 x
-Hydro 10英尺'×7英寸"高
HD045 Lonestar Cooling 02/28/2022 04/01/2022 21-152-F National Storage National Storage Tank 102"
Taproot System Tank, Inc. 直径 80" 高度 2,500 加仑
-Hydro Water Tank

HD046 Lonestar Cooling 02/28/2022 04/01/2022 21-152-F National Storage National Storage Tank 102"
Taproot System Tank, Inc. 直径 80" 高度 2,500 加仑
-Hydro Water Tank
HD047 Lonestar Cooling 02/28/2022 04/01/2022 21-152-F National Storage National Storage Tank 102"
Taproot System Tank, Inc. 直径 80" 高度 2,500 加仑
-Hydro Water Tank
HD048 Lonestar Cooling 02/28/2022 04/01/2022 21-152-F National Storage National Storage Tank 102"
Taproot System Tank, Inc. 直径 80" 高度 2,500 加仑

-Hydro Water Tank
HD049 Lonestar Cooling 02/28/2022 04/01/2022 21-152-F National Storage National Storage Tank 102"
Taproot System Tank, Inc. 直径 80" 高度 2,500 加仑
-Hydro Water Tank

HD050 Lonestar Cooling 02/28/2022 04/01/2022 21-152-F National Storage National Storage Tank 102"
Taproot System Tank, Inc. 直径 80" 高度 2,500 加仑
-Hydro Water Tank
HD051 Lonestar Cooling 02/28/2022 04/01/2022 21-152-F National Storage National Storage Tank 102"

Taproot System Tank, Inc. 直径 80" 高度 2,500 加仑
-Hydro Water Tank
HD055 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵，安装于 -Hydro Pyote 泵房
HD056 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵，安装于 -Hydro Pyote 泵房
HD057 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵，安装于 -Hydro Pyote 泵房

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
TM009	Lonestar Taproot	Tools, Machinery & Equipment	06/06/2022	07/01/2024	INV0152	CNO Technologies, LLC	Camera Installation Labor, Travel and Materials
TM010	Lonestar Taproot	Tools, Machinery & Equipment	12/01/2025	12/01/2025		Mars Dream	Forklift Huayee Model HYD20 2024 SN#HY24082231
V004	Lonestar Taproot	Vehicles Taproot	05/31/2022	06/01/2022	03-492978	National Storage Tank, Inc.	Nationwide Trailers 25' Low- Pro Flatdeck with Duals $15,700.22 + $1,744.47 S/N: 4P53F3425N1382655
V005	Lonestar Taproot	Vehicles Taproot	05/31/2022	06/01/2022	09-494694	National Storage Tank, Inc.	Nationwide Trailers Look CP,CR,7X16 Yr: 2023 S/N: 53BMTEA23PR010745
V010	Lonestar Taproot	Vehicles Taproot	04/22/2022	09/01/2022	1K00815	Ewald Kubota Inc.	Kubota RTV-XG850SLAS22
HD041	Lonestar Taproot	Cooling System -Hydro	12/31/2021	04/01/2022	5964	Elite Drillers Corporation	Pyote Water Well - Drilling of Water Well and Pump Installation
HD042	Lonestar Taproot	Cooling System -Hydro	05/27/2022	06/01/2022	6035	Elite Drillers Corporation	Pyote Water Well - Drilling of Water Well and Pump Installation North Well
HD043	Lonestar Taproot	Cooling System -Hydro	01/13/2022	04/01/2022	ECT104-18	East Coast Tank	East Coast Tank Water Storage Tanks 39'6"D x 10'7"H
HD044	Lonestar Taproot	Cooling System -Hydro	01/13/2022	04/01/2022	ECT104-18	East Coast Tank	East Coast Tank Water Storage Tanks 39'6"D x 10'7"H
HD045	Lonestar Taproot	Cooling System -Hydro	02/28/2022	04/01/2022	21-152-F	National Storage Tank, Inc.	National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank
HD046	Lonestar Taproot	Cooling System -Hydro	02/28/2022	04/01/2022	21-152-F	National Storage Tank, Inc.	National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank
HD047	Lonestar Taproot	Cooling System -Hydro	02/28/2022	04/01/2022	21-152-F	National Storage Tank, Inc.	National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank
HD048	Lonestar Taproot	Cooling System -Hydro	02/28/2022	04/01/2022	21-152-F	National Storage Tank, Inc.	National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank
HD049	Lonestar Taproot	Cooling System -Hydro	02/28/2022	04/01/2022	21-152-F	National Storage Tank, Inc.	National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank
HD050	Lonestar Taproot	Cooling System -Hydro	02/28/2022	04/01/2022	21-152-F	National Storage Tank, Inc.	National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank
HD051	Lonestar Taproot	Cooling System -Hydro	02/28/2022	04/01/2022	21-152-F	National Storage Tank, Inc.	National Storage Tank 102" Dia 80" Heigh 2,500 Gallon Water Tank
HD055	Lonestar Taproot	Cooling System -Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD056	Lonestar Taproot	Cooling System -Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD057	Lonestar Taproot	Cooling System -Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House

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资产编号 实体 总账科目 发票 在文件中的位置 文件编号 供应商名称 资产说明
日期 服务
HD058 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵，位于 -Hydro Pyote 泵房
HD059 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵，位于 -Hydro Pyote 泵房
HD060 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵，位于 -Hydro Pyote 泵房
HD061 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵，位于 -Hydro Pyote 泵房
HD062 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵，位于 -Hydro Pyote 泵房
HD063 Lonestar Cooling 03/14/2022 04/01/2022 8100709193 Tigerflow Tigerflow Systems
Taproot System Systems, LLC Tigerflow VMS 泵，位于 -Hydro Pyote 泵房
HD064 Lonestar Cooling 03/31/2022 04/01/2022 ICJE4 Lonestar Dream RO 系统 - Chao Suan
Taproot System Inc. 反渗透水
-Hydro 净化设备
HD065 Lonestar Cooling 06/18/2022 07/01/2022 咸水 WLT Trading RO 系统 - 咸水
Taproot System LLC 水系统净化
-Hydro & MingYaMai 水
处理设备

$10.382.51 + WLT Logistic
$27,662.12
HD066 Lonestar Cooling 各种 07/01/2022 1179 Westwood Hydro Antboxes 安装
Taproot System Transport,
-Hydro LLC./LIV
Consulting/
HD067 Lonestar Cooling 12/02/2022 02/01/2022 CapLbrRecls Lonestar Dream 以分摊资本化的
Taproot System Inc. 劳动成本至冷却
-Hydro 系统
IM001 Lonestar Cooling 04/12/2022 05/01/2022 1412252869 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM002 Lonestar Cooling 04/12/2022 05/01/2022 1412252870 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM003 Lonestar Cooling 04/12/2022 05/01/2022 1412252871 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM004 Lonestar Cooling 04/12/2022 05/01/2022 1412252872 Pennzoil-Quaker Shell 浸没式冷却

Taproot System State Company Fluid S3X
-Immersion

IM005 Lonestar Cooling 04/12/2022 05/01/2022 1412252873 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM006 Lonestar Cooling 04/12/2022 05/01/2022 1412252874 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion

IM007 Lonestar Cooling 04/12/2022 05/01/2022 1412252875 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM008 Lonestar Cooling 04/12/2022 05/01/2022 1412252876 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
HD058	Lonestar Taproot	Cooling System -Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD059	Lonestar Taproot	Cooling System -Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD060	Lonestar Taproot	Cooling System -Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD061	Lonestar Taproot	Cooling System -Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD062	Lonestar Taproot	Cooling System -Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD063	Lonestar Taproot	Cooling System -Hydro	03/14/2022	04/01/2022	8100709193	Tigerflow Systems, LLC	Tigerflow Systems Tigerflow VMS Pump in Pyote Pump House
HD064	Lonestar Taproot	Cooling System -Hydro	03/31/2022	04/01/2022	ICJE4	Lonestar Dream Inc.	RO System - Chao Suan Reverse Osmosis Water Purification Equip
HD065	Lonestar Taproot	Cooling System -Hydro	06/18/2022	07/01/2022	Brackish Water	WLT Trading LLC	RO System - Brackish Water System Purification & MingYaMai Water Treatment Equip $10.382.51 + WLT Logistic $27,662.12
HD066	Lonestar Taproot	Cooling System -Hydro	Various	07/01/2022	1179	Westwood Transport, LLC./LIV Consulting/	Hydro Antboxes installation
HD067	Lonestar Taproot	Cooling System -Hydro	12/02/2022	02/01/2022	CapLbrRecls	Lonestar Dream Inc.	To Allocate Capitalized Labor to the Cooling Systems
IM001	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252869	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM002	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252870	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM003	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252871	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM004	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252872	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM005	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252873	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM006	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252874	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM007	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252875	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM008	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252876	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X

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资产编号 实体 总账科目 发票 在文件中的位置 文件编号 供应商名称 资产说明
日期 服务
IM009 Lonestar Cooling 04/12/2022 05/01/2022 1412252877 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM010 Lonestar Cooling 04/12/2022 05/01/2022 1412252878 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM011 Lonestar Cooling 04/12/2022 05/01/2022 1412252879 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM012 Lonestar Cooling 04/12/2022 05/01/2022 1412252880 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM013 Lonestar Cooling 04/12/2022 05/01/2022 1412252881 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM014 Lonestar Cooling 04/12/2022 05/01/2022 1412252882 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion

IM015 Lonestar Cooling 04/12/2022 05/01/2022 1412252883 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM016 Lonestar Cooling 04/12/2022 05/01/2022 1412252884 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM017 Lonestar Cooling 04/12/2022 05/01/2022 1412252885 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM018 Lonestar Cooling 04/12/2022 05/01/2022 1412252886 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM019 Lonestar Cooling 04/12/2022 05/01/2022 1412252887 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM020 Lonestar Cooling 05/01/2022 10/01/2023 1412252888 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion

IM021 Lonestar Cooling 05/01/2022 10/01/2023 1412252889 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X

-Immersion
IM022 Lonestar Cooling 05/01/2022 10/01/2023 1412252890 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM023 Lonestar Cooling 05/01/2022 10/01/2023 1412252891 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM024 Lonestar Cooling 05/01/2022 10/01/2023 1412252892 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM025 Lonestar Cooling 05/01/2022 10/01/2023 1412252893 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion

IM026 Lonestar Cooling 05/01/2022 10/01/2023 1412252894 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM027 Lonestar Cooling 05/01/2022 10/01/2023 1412252895 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
IM009	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252877	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM010	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252878	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM011	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252879	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM012	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252880	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM013	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252881	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM014	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252882	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM015	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252883	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM016	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252884	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM017	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252885	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM018	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252886	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM019	Lonestar Taproot	Cooling System -Immersion	04/12/2022	05/01/2022	1412252887	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM020	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252888	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM021	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252889	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM022	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252890	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM023	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252891	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM024	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252892	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM025	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252893	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM026	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252894	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM027	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252895	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X

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资产编号 实体 总账科目 发票 在文件中的位置 文件编号 供应商名称 资产说明
日期 服务
IM028 Lonestar Cooling 05/01/2022 10/01/2023 1412252896 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM029 Lonestar Cooling 05/01/2022 10/01/2023 1412252897 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM030 Lonestar Cooling 05/01/2022 10/01/2023 1412252898 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM031 Lonestar Cooling 05/01/2022 10/01/2023 1412252899 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM032 Lonestar Cooling 05/01/2022 10/01/2023 1412252900 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM033 Lonestar Cooling 05/01/2022 10/01/2023 1412252901 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion

IM034 Lonestar Cooling 05/01/2022 10/01/2023 1412252902 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM035 Lonestar Cooling 05/01/2022 10/01/2023 1412252903 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM036 Lonestar Cooling 05/01/2022 10/01/2023 1412252904 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM037 Lonestar Cooling 05/01/2022 10/01/2023 1412252905 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM038 Lonestar Cooling 05/01/2022 10/01/2023 1412252906 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM039 Lonestar Cooling 05/01/2022 10/01/2023 1412252907 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion

IM040 Lonestar Cooling 05/01/2022 10/01/2023 1412252908 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X

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-Immersion
IM041 Lonestar Cooling 05/01/2022 10/01/2023 1412252909 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM042 Lonestar Cooling 05/01/2022 10/01/2023 1412252910 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM043 Lonestar Cooling 05/01/2022 10/01/2023 1412252911 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM044 Lonestar Cooling 05/01/2022 10/01/2023 1412252912 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion

IM045 Lonestar Cooling 05/01/2022 10/01/2023 1412252913 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM046 Lonestar Cooling 05/01/2022 10/01/2023 1412252914 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
IM028	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252896	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM029	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252897	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM030	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252898	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM031	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252899	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM032	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252900	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM033	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252901	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM034	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252902	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM035	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252903	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM036	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252904	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM037	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252905	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM038	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252906	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM039	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252907	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM040	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252908	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM041	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252909	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM042	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252910	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM043	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252911	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM044	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252912	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM045	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252913	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM046	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252914	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X

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资产编号 实体 总账科目 发票 文档中位置 编号 供应商名称 资产描述
日期 服务
IM047 Lonestar Cooling 05/01/2022 10/01/2023 1412252915 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式
IM048 Lonestar Cooling 05/01/2022 10/01/2023 1412252916 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式
IM049 Lonestar Cooling 05/01/2022 10/01/2023 1412252917 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式
IM050 Lonestar Cooling 05/01/2022 10/01/2023 1412252918 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式
IM051 Lonestar Cooling 05/01/2022 10/01/2023 1412252919 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式
IM052 Lonestar Cooling 05/01/2022 10/01/2023 1412252920 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式

IM053 Lonestar Cooling 05/01/2022 10/01/2023 1412252921 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式
IM054 Lonestar Cooling 05/01/2022 10/01/2023 1412252922 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式
IM055 Lonestar Cooling 05/01/2022 10/01/2023 1412252923 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式
IM056 Lonestar Cooling 05/01/2022 10/01/2023 1412252924 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式
IM057 Lonestar Cooling 05/01/2022 10/01/2023 1412252925 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式
IM058 Lonestar Cooling 05/01/2022 10/01/2023 1412252926 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式

IM059 Lonestar Cooling 05/01/2022 10/01/2023 1412252927 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X

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-沉浸式
IM060 Lonestar Cooling 05/01/2022 10/01/2023 1412252928 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式
IM061 Lonestar Cooling 05/01/2022 10/01/2023 1412252929 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式
IM062 Lonestar Cooling 05/01/2022 10/01/2023 1412252930 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式
IM063 Lonestar Cooling 05/01/2022 10/01/2023 1412252931 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式

IM064 Lonestar Cooling 05/01/2022 10/01/2023 1412252932 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式
IM065 Lonestar Cooling 05/01/2022 10/01/2023 1412252933 Pennzoil-Quaker Shell 沉浸式冷却
Taproot System State Company Fluid S3X
-沉浸式

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
IM047	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252915	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM048	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252916	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM049	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252917	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM050	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252918	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM051	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252919	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM052	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252920	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM053	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252921	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM054	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252922	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM055	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252923	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM056	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252924	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM057	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252925	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM058	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252926	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM059	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252927	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM060	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252928	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM061	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252929	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM062	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252930	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM063	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252931	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM064	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252932	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM065	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252933	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X

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资产编号 实体 总账科目 发票 文档中的位置 编号 供应商名称 资产描述
日期 服务
IM066 Lonestar Cooling 05/01/2022 10/01/2023 1412252934 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM067 Lonestar Cooling 05/01/2022 10/01/2023 1412252935 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM068 Lonestar Cooling 05/01/2022 10/01/2023 1412252936 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM069 Lonestar Cooling 05/01/2022 10/01/2023 1412252937 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM070 Lonestar Cooling 05/01/2022 10/01/2023 1412252938 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM071 Lonestar Cooling 05/01/2022 10/01/2023 1412252939 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion

IM072 Lonestar Cooling 05/01/2022 10/01/2023 1412252940 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM073 Lonestar Cooling 05/01/2022 10/01/2023 1412252941 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM074 Lonestar Cooling 05/01/2022 10/01/2023 1412252942 Pennzoil-Quaker Shell 浸没式冷却
Taproot System State Company Fluid S3X
-Immersion
IM108 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-001
IM109 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-002

IM110 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-003
IM111 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-004
IM112 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-005
IM113 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System 外贸 HDVD891-0750, 754 千瓦。

-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-006

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
IM066	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252934	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM067	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252935	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM068	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252936	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM069	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252937	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM070	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252938	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM071	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252939	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM072	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252940	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM073	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252941	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM074	Lonestar Taproot	Cooling System -Immersion	05/01/2022	10/01/2023	1412252942	Pennzoil-Quaker State Company	Shell Immersion Cooling Fluid S3X
IM108	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-001
IM109	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-002
IM110	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-003
IM111	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-004
IM112	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-005
IM113	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-006

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资产编号 实体 总账科目 发票 文档中位置 编号 供应商名称 资产描述
日期 服务
IM114 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750，754 千瓦。
-沉浸式 Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-007
IM115 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750，754 千瓦。
-沉浸式 Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-008
IM116 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750，754 千瓦。
-沉浸式 Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-009
IM117 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750，754 千瓦。
-沉浸式 Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-010

IM118 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750，754 千瓦。
-沉浸式 Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-011
IM119 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750，754 千瓦。
-沉浸式 Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-012
IM120 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750，754 千瓦。
-沉浸式 Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-013
IM121 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750，754 千瓦。
-沉浸式 Enterprises Shandong Volks

MODEL-HDVD891-0750
SN: HR20211272-014

IM122 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750，754 千瓦。
-沉浸式 Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-015
IM123 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750，754 千瓦。
-沉浸式 Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-016
IM124 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750，754 千瓦。
-沉浸式 Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-017
IM125 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750，754 千瓦。
-沉浸式 Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-018

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
IM114	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-007
IM115	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-008
IM116	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-009
IM117	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-010
IM118	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-011
IM119	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-012
IM120	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-013
IM121	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-014
IM122	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-015
IM123	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-016
IM124	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-017
IM125	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-018

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资产编号 实体 总账科目 发票 在文件中的位置 编号 供应商名称 资产描述
日期 服务
IM126 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-019
IM127 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-020
IM128 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-021
IM129 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-022

IM130 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-023
IM131 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-024
IM132 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-025
IM133 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks

MODEL-HDVD891-0750
SN: HR20211272-026

IM134 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-027
IM135 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-028
IM136 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-029
IM137 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-030

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
IM126	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-019
IM127	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-020
IM128	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-021
IM129	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-022
IM130	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-023
IM131	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-024
IM132	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-025
IM133	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-026
IM134	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-027
IM135	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-028
IM136	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-029
IM137	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-030

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资产编号 实体 总账科目 发票 在文件中的位置 编号 供应商名称 资产描述
日期 服务
IM138 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-031
IM139 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-032
IM140 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-033
IM141 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-034

IM142 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-035
IM143 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-036
IM144 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-040
IM145 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks

MODEL-HDVD891-0750
SN: HR20211272-041

IM146 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-042
IM147 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-043
IM148 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-044
IM149 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-045

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
IM138	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-031
IM139	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-032
IM140	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-033
IM141	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-034
IM142	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-035
IM143	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-036
IM144	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-040
IM145	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-041
IM146	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-042
IM147	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-043
IM148	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-044
IM149	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-045

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资产编号 实体 总账科目 发票 在文件中的位置 编号 供应商名称 资产描述
日期 服务
IM150 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-046
IM151 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-047
IM152 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-048
IM153 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-049

IM154 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-050
IM155 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-051
IM156 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-052
IM157 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks

MODEL-HDVD891-0750
SN: HR20211272-053

IM158 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-054
IM159 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-055
IM160 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-056
IM161 龙星制冷 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器拖根系统 对外贸易 HDVD891-0750，754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
SN: HR20211272-057

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
IM150	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-046
IM151	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-047
IM152	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-048
IM153	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-049
IM154	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-050
IM155	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-051
IM156	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-052
IM157	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-053
IM158	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-054
IM159	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-055
IM160	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-056
IM161	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-057

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资产编号 实体 总账科目 发票 文档中的位置 编号 供应商名称 资产描述
日期 服务
IM162 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-058
IM163 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-059
IM164 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-060
IM165 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-061

IM166 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-062
IM167 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-063
IM168 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-064
IM169 Lonestar Cooling 05/30/2022 10/01/2023 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks

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MODEL-HDVD891-0750
序列号：HR20211272-065

IM170 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-066
IM171 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-067
IM172 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-068
IM173 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-069

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
IM162	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-058
IM163	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-059
IM164	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-060
IM165	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-061
IM166	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-062
IM167	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-063
IM168	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-064
IM169	Lonestar Taproot	Cooling System -Immersion	05/30/2022	10/01/2023	PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-065
IM170	Lonestar Taproot	Cooling System -Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-066
IM171	Lonestar Taproot	Cooling System -Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-067
IM172	Lonestar Taproot	Cooling System -Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-068
IM173	Lonestar Taproot	Cooling System -Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-069

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资产编号 实体 总账科目 发票 文档中的位置 编号 供应商名称 资产描述
日期 服务
IM174 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-070
IM175 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-071
IM176 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：HR20211272-072
IM177 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：JJ20240972-001
IM178 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器

Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：JJ20240972-002
IM179 Lonestar Cooling 05/30/2022 PALLBAC21FA023 上海干式冷却器
Taproot System Foreign Trade HDVD891-0750, 754 千瓦。
-Immersion Enterprises Shandong Volks
MODEL-HDVD891-0750
序列号：JJ20240972-003
IM231 Lonestar Cooling 03/31/2022 Shandong Volks LQJZ-700 干式冷却器 Chao
Taproot System 空调 / Suan WK52
-Immersion Chao Suan
IM232 Lonestar Cooling 04/01/2022 Shandong Volks LQJZ-700 干式冷却器 Chao
Taproot System 空调 / Suan WK53
-Immersion Chao Suan
IM252 Lonestar Cooling 08/01/2022 01/01/2023 北京品悦油罐 - 平台
Taproot System
-Immersion

IM253 Lonestar Cooling 08/01/2022 01/01/2023 北京品悦油罐 - 平台
Taproot System
-Immersion
IM254 Lonestar Cooling 08/01/2022 01/01/2023 北京品悦油罐 - 平台
Taproot System
-Immersion
IM255 Lonestar Cooling 08/01/2022 01/01/2023 北京品悦油罐 - 平台
Taproot System
-Immersion

IM256 Lonestar Cooling 08/01/2022 01/01/2023 北京品悦油罐 - 平台
Taproot System
-Immersion
IM257 Lonestar Cooling 08/01/2022 01/01/2023 北京品悦油罐 - 平台
Taproot System
-Immersion
IM258 Lonestar Cooling 08/01/2022 01/01/2023 Immersion 冷却泵
Taproot System
-Immersion

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
IM174	Lonestar Taproot	Cooling System -Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-070
IM175	Lonestar Taproot	Cooling System -Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-071
IM176	Lonestar Taproot	Cooling System -Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: HR20211272-072
IM177	Lonestar Taproot	Cooling System -Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: JJ20240972-001
IM178	Lonestar Taproot	Cooling System -Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: JJ20240972-002
IM179	Lonestar Taproot	Cooling System -Immersion	05/30/2022		PALLBAC21FA023	Shanghai Foreign Trade Enterprises	Dry Cooler HDVD891-0750, 754 kw. Shandong Volks MODEL-HDVD891-0750 SN: JJ20240972-003
IM231	Lonestar Taproot	Cooling System -Immersion	03/31/2022			Shandong Volks Air Conditioner / Chao Suan	LQJZ-700 Dry Cooler Chao Suan WK52
IM232	Lonestar Taproot	Cooling System -Immersion	04/01/2022			Shandong Volks Air Conditioner / Chao Suan	LQJZ-700 Dry Cooler Chao Suan WK53
IM252	Lonestar Taproot	Cooling System -Immersion	08/01/2022	01/01/2023		Beijing Pin Yue	Oil Tanks - Platform
IM253	Lonestar Taproot	Cooling System -Immersion	08/01/2022	01/01/2023		Beijing Pin Yue	Oil Tanks - Platform
IM254	Lonestar Taproot	Cooling System -Immersion	08/01/2022	01/01/2023		Beijing Pin Yue	Oil Tanks - Platform
IM255	Lonestar Taproot	Cooling System -Immersion	08/01/2022	01/01/2023		Beijing Pin Yue	Oil Tanks - Platform
IM256	Lonestar Taproot	Cooling System -Immersion	08/01/2022	01/01/2023		Beijing Pin Yue	Oil Tanks - Platform
IM257	Lonestar Taproot	Cooling System -Immersion	08/01/2022	01/01/2023		Beijing Pin Yue	Oil Tanks - Platform
IM258	Lonestar Taproot	Cooling System -Immersion	08/01/2022	01/01/2023			Immersion Cooling Pump

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对应原文第 252 页

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资产编号 实体 总账科目 发票 文档中的位置 编号 供应商名称 资产描述
日期 服务
IM259 Lonestar Cooling 02/07/2023 03/01/2023 Ramp13 1,040 英尺- 600MCM 铝
Taproot System 铝线，用于 -Immersion Immersion Building 1
IM260 Lonestar Cooling 04/01/2022 05/01/2022 CapLbrRecls Lonestar Dream 为资本化
Taproot System Inc. 劳工分配至冷却
-Immersion Systems
IM291 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM292 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM293 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM294 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4

IM295 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM296 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM297 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM298 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM299 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4
IM300 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4

IM301 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 Immersion
Co., Ltd. Cooling $1,010,468.4

IM302 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @ Taproot Clearing Eel Technology $16,841.14 每个 Immersion Co., Ltd. Cooling $1,010,468.4
IM303 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @ Taproot Clearing Eel Technology $16,841.14 每个 Immersion Co., Ltd. Cooling $1,010,468.4

IM304 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @ Taproot Clearing Eel Technology $16,841.14 每个 Immersion Co., Ltd. Cooling $1,010,468.4
IM305 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @ Taproot Clearing Eel Technology $16,841.14 每个 Immersion Co., Ltd. Cooling $1,010,468.4
IM306 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @ Taproot Clearing Eel Technology $16,841.14 每个 Immersion Co., Ltd. Cooling $1,010,468.4
IM307 Lonestar Fixed Asset 04/30/2024 Tianjin Electric 60 控制柜 @ Taproot Clearing Eel Technology $16,841.14 每个 Immersion Co., Ltd. Cooling $1,010,468.4

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
IM259	Lonestar Taproot	Cooling System -Immersion	02/07/2023	03/01/2023	Ramp13		1,040 ft- 600MCM Alum Wire, Alum wire for Immersion Building 1
IM260	Lonestar Taproot	Cooling System -Immersion	04/01/2022	05/01/2022	CapLbrRecls	Lonestar Dream Inc.	To Allocate Capitalized Labor to the Cooling Systems
IM291	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM292	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM293	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM294	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM295	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM296	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM297	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM298	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM299	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM300	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM301	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM302	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM303	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM304	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM305	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM306	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM307	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4

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资产 # 实体 总账科目 发票 日期 文档中的位置 编号 供应商名称 资产描述
日期 维修
IM308 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 浸没式
Co., Ltd. 冷却 $1,010,468.4
IM309 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 浸没式
Co., Ltd. 冷却 $1,010,468.4
IM310 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 浸没式
Co., Ltd. 冷却 $1,010,468.4
IM311 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 浸没式
Co., Ltd. 冷却 $1,010,468.4
IM312 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 浸没式
Co., Ltd. 冷却 $1,010,468.4
IM313 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 浸没式
Co., Ltd. 冷却 $1,010,468.4

IM314 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 浸没式
Co., Ltd. 冷却 $1,010,468.4
IM315 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 浸没式
Co., Ltd. 冷却 $1,010,468.4
IM316 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 浸没式
Co., Ltd. 冷却 $1,010,468.4
IM317 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 浸没式
Co., Ltd. 冷却 $1,010,468.4
IM318 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 浸没式
Co., Ltd. 冷却 $1,010,468.4
IM319 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 浸没式
Co., Ltd. 冷却 $1,010,468.4

IM320 Lonestar 固定资产 04/30/2024 天津电气 60 控制柜 @
Taproot Clearing Eel Technology $16,841.14 每个 浸没式

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Co., Ltd. 冷却 $1,010,468.4
AIR001 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100313 已安装 Pyote
AIR002 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100355 已安装 Pyote

AIR003 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100530 已安装 Pyote
AIR004 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100606 已安装 Pyote

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
IM308	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM309	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM310	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM311	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM312	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM313	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM314	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM315	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM316	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM317	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM318	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM319	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
IM320	Lonestar Taproot	Fixed Asset Clearing	04/30/2024			Tianjin Electric Eel Technology Co., Ltd.	60 Control Cabinet @ $16,841.14 each Immersion Cooling $1,010,468.4
AIR001	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100313 Installed Pyote
AIR002	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100355 Installed Pyote
AIR003	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100530 Installed Pyote
AIR004	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100606 Installed Pyote

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资产 # 实体 总账科目 发票 日期 文档中的位置 编号 供应商名称 资产描述
日期 维修
AIR005 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100503 已安装 Pyote
AIR006 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100519 已安装 Pyote
AIR007 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100587 已安装 Pyote

AIR008 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100376 已安装 Pyote
AIR009 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100442 已安装 Pyote
AIR010 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100458 已安装 Pyote

AIR011 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100400 已安装 Pyote
AIR012 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100490 已安装 Pyote
AIR013 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100416 已安装 Pyote

AIR014 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain

T04SJYX-25S4 BTMU
5100360 已安装 Pyote
AIR015 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100437 已安装 Pyote
AIR016 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100566 已安装 Pyote

AIR017 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100329 已安装 Pyote
AIR018 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x
Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100463 已安装 Pyote
AIR019 Lonestar 冷却 12/31/2021 04/01/2022 420211114001 Bitmain 风冷 Antbox N5 V2 x

Taproot 系统 - 空气 100+30 Bitmain
T04SJYX-25S4 BTMU
5100334 已安装 Pyote

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Asset #	Entity	GL Account	Invoice Date	Place in Srv	Doc Num	Vendor Name	Asset Description
AIR005	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100503 Installed Pyote
AIR006	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100519 Installed Pyote
AIR007	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100587 Installed Pyote
AIR008	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100376 Installed Pyote
AIR009	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100442 Installed Pyote
AIR010	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100458 Installed Pyote
AIR011	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100400 Installed Pyote
AIR012	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100490 Installed Pyote
AIR013	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100416 Installed Pyote
AIR014	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100360 Installed Pyote
AIR015	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100437 Installed Pyote
AIR016	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100566 Installed Pyote
AIR017	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100329 Installed Pyote
AIR018	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100463 Installed Pyote
AIR019	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100334 Installed Pyote

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资产编号 | 实体 | 总账科目 | 发票日期 | 在文件中的位置 | 凭证编号 | 供应商名称 | 资产描述
日期 | 服务
AIR020 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100592 已安装 Pyote
AIR021 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100545 已安装 Pyote
AIR022 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100421 存储 Pyote

AIR023 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100340 存储 Pyote
AIR024 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100397 存储 Pyote
AIR025 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100550 存储 Pyote

AIR026 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100571 存储 Pyote
AIR027 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 BTMU
5100524 存储 Pyote
AIR028 Lonestar Cooling 12/31/2021 04/01/2022 420211114001 Bitmain风冷 Antbox N5 V2 x
Taproot System - Air 100+30 Bitmain
T04SJYX-25S4 Pyote 集装箱

AIR108 Lonestar Cooling 12/31/2021 04/01/2022 1877 钨设置 Antbox 及连接
Taproot 系统 - 空气 建造，至变压器
LLC/LIV

咨询
AIR109 Lonestar Cooling 01/31/2022 04/01/2022 13399&13433&1345 NTACT 不锈钢空气冷却管道
Taproot 系统 - 空气 7 建造商，制造
LTD
AIR138 Lonestar Cooling 04/01/2022 02/01/2022 CapLbrRecls Lonestar Dream 待分配资本化
Taproot System - Air Inc. 劳务至冷却
系统
CIP001 Lonestar Construction 02/28/2022 04/01/2022 PB50401 JNL Steel Building #3 材料
Taproot 在建部件，Inc
CT001 Lonestar Containers 05/31/2022 06/01/2022 HON22053101 HK Honortrans 40HD 集装箱
Taproot 开发
LTD
CT003 Lonestar Containers 03/31/2023 04/01/2023 TMPShanghailde Shanghai Ide 20 Ft 集装箱 GESU
Taproot Industrial Co., 3596639
Ltd

CT004 Lonestar Containers 03/25/2022 04/01/2022 77655 ASC Equipment ASC Equipment 8'x20' 一个
Taproot 运输集装箱

CT005 Lonestar Containers 02/14/2022 04/01/2022 76744 ASC Equipment ASC Equipment 8'x40'
Taproot 使用过的集装箱 x 2 @
$6,500

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AIR020	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100592 Installed Pyote
AIR021	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100545 Installed Pyote
AIR022	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100421 Storage Pyote
AIR023	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100340 Storage Pyote
AIR024	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100397 Storage Pyote
AIR025	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100550 Storage Pyote
AIR026	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100571 Storage Pyote
AIR027	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 BTMU 5100524 Storage Pyote
AIR028	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	420211114001	Bitmain	Air-Cooled Antbox N5 V2 x 100+30 Bitmain T04SJYX-25S4 Pyote Coms Box
AIR108	Lonestar Taproot	Cooling System - Air	12/31/2021	04/01/2022	1877	Tungsten Construction, LLC/LIV Consulting	Setup Antboxes & Connect to the Transformers
AIR109	Lonestar Taproot	Cooling System - Air	01/31/2022	04/01/2022	13399&13433&13457	NTACT Constructors, LTD	Stainless Air Cooler Pipes Fabrication
AIR138	Lonestar Taproot	Cooling System - Air	04/01/2022	02/01/2022	CapLbrRecls	Lonestar Dream Inc.	To Allocate Capitalized Labor to the Cooling Systems
CIP001	Lonestar Taproot	Construction in Progress	02/28/2022	04/01/2022	PB50401	JNL Steel Components, Inc	Building #3 Materials
CT001	Lonestar Taproot	Containers	05/31/2022	06/01/2022	HON22053101	HK Honortrans Development LTD	40HD Container
CT003	Lonestar Taproot	Containers	03/31/2023	04/01/2023	TMPShanghaiIde	Shanghai Ide Industrial Co., Ltd	20 Ft Container GESU 3596639
CT004	Lonestar Taproot	Containers	03/25/2022	04/01/2022	77655	ASC Equipment	ASC Equipment 8'x20' One Trip Containers
CT005	Lonestar Taproot	Containers	02/14/2022	04/01/2022	76744	ASC Equipment	ASC Equipment 8'x40' Used Containers x 2 @ $6,500

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资产编号 实体 总账科目 发票 文档中位置 编号 供应商名称 资产描述
日期 服务
CT006 Lonestar Containers 02/14/2022 04/01/2022 76744 ASC Equipment ASC Equipment 8'x40'
Taproot 二手机柜 x 2 @
$6,500
CT007 Lonestar Containers 02/28/2022 04/01/2022 77184 ASC Equipment ASC Equipment 8'x40'
Taproot 二手机柜 x 3 @
$6,500
CT008 Lonestar Containers 02/28/2022 04/01/2022 77184 ASC Equipment ASC Equipment 8'x40'
Taproot 二手机柜 x 3 @
$6,500
CT009 Lonestar Containers 02/28/2022 04/01/2022 77184 ASC Equipment ASC Equipment 8'x40'
Taproot 二手机柜 x 3 @
$6,500

CT010 Lonestar Containers 06/03/2024 07/01/2024 孟月端 青岛诺然 40GP 已使用
Taproot 集装箱 RMB 13,500
04.24.2024
CT011 Lonestar Containers 06/03/2024 07/01/2024 孟月端 青岛诺然 40HQ
Taproot 已使用集装箱 RMB
16,500 04.24.2024
CT012 Lonestar Containers 06/03/2024 07/01/2024 孟月端 青岛诺然 40HC
Taproot 已使用集装箱 RMB
19,500 05.21.2024
CT013 Lonestar Containers 06/03/2024 07/01/2024 孟月端 青岛诺然 40HQ
Taproot 已使用集装箱 RMB
16,500 04.24.2024
CT014 Lonestar Containers 06/03/2024 07/01/2024 孟月端 青岛诺然 40HQ

Taproot 已使用集装箱 RMB
16,500 04.24.2024
CT015 Lonestar Containers 06/03/2024 07/01/2024 孟月端 青岛诺然 40HQ
Taproot 已使用集装箱 RMB
16,500 04.24.2024
CT016 Lonestar Containers 06/03/2024 07/01/2024 孟月端 青岛诺然 40HQ
Taproot 已使用集装箱 RMB
16,500 04.24.2024
CT017 Lonestar Containers 07/22/2024 09/01/2024 RJY-LT-202401 青岛 青岛瑞钧源 40HC
Taproot 瑞钧源新集装箱 Pyote
Industry Trade
Ltd
CT018 Lonestar Containers 08/27/2024 09/01/2024 LTSE20240827C 山东 山东亮泰 20 GP

Taproot 亮泰二手机柜 Pyote
Logistics Co., RMB 11,000
Ltd

CT019 Lonestar Containers 08/27/2024 09/01/2024 LTSE20240827C 山东 山东亮泰 40 HQ
Taproot 亮泰二手机柜 Pyote
Logistics Co., RMB 21,500
Ltd
CT020 Lonestar Containers 09/23/2024 10/01/2024 20240923001 青岛锦鉴 青岛锦鉴 40 HQ
Taproot 快递二手机柜 Pyote
Logistics
CT021 Lonestar Containers 09/23/2024 10/01/2024 20240923001 青岛锦鉴 青岛锦鉴 40 HQ
Taproot 快递二手机柜 Pyote
Logistics
CT022 Lonestar Containers 09/23/2024 10/01/2024 20240923001 青岛锦鉴 青岛锦鉴 40 HQ
Taproot 快递二手机柜 Pyote
Logistics
CT023 Lonestar Containers 09/23/2024 10/01/2024 20240923001 青岛锦鉴 青岛锦鉴 40 HQ
Taproot 快递二手机柜 Pyote
Logistics

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CT006	Lonestar Taproot	Containers	02/14/2022	04/01/2022	76744	ASC Equipment	ASC Equipment 8'x40' Used Containers x 2 @ $6,500
CT007	Lonestar Taproot	Containers	02/28/2022	04/01/2022	77184	ASC Equipment	ASC Equipment 8'x40' Used Containers x 3 @ $6,500
CT008	Lonestar Taproot	Containers	02/28/2022	04/01/2022	77184	ASC Equipment	ASC Equipment 8'x40' Used Containers x 3 @ $6,500
CT009	Lonestar Taproot	Containers	02/28/2022	04/01/2022	77184	ASC Equipment	ASC Equipment 8'x40' Used Containers x 3 @ $6,500
CT010	Lonestar Taproot	Containers	06/03/2024	07/01/2024		Mengyue Duan	Qingdao Nuoran 40GP Used Container RMB 13,500 04.24.2024
CT011	Lonestar Taproot	Containers	06/03/2024	07/01/2024		Mengyue Duan	Qingdao Nuoran 40HQ Used Container RMB 16,500 04.24.2024
CT012	Lonestar Taproot	Containers	06/03/2024	07/01/2024		Mengyue Duan	Qingdao Nuoran 40HC Used Container RMB 19,500 05.21.2024
CT013	Lonestar Taproot	Containers	06/03/2024	07/01/2024		Mengyue Duan	Qingdao Nuoran 40HQ Used Container RMB 16,500 04.24.2024
CT014	Lonestar Taproot	Containers	06/03/2024	07/01/2024		Mengyue Duan	Qingdao Nuoran 40HQ Used Container RMB 16,500 04.24.2024
CT015	Lonestar Taproot	Containers	06/03/2024	07/01/2024		Mengyue Duan	Qingdao Nuoran 40HQ Used Container RMB 16,500 04.24.2024
CT016	Lonestar Taproot	Containers	06/03/2024	07/01/2024		Mengyue Duan	Qingdao Nuoran 40HQ Used Container RMB 16,500 04.24.2024
CT017	Lonestar Taproot	Containers	07/22/2024	09/01/2024	RJY-LT-202401	Qingdao Ruijunyuan Industry Trade Ltd	Qingdao Ruijunyuan 40HC New Container Pyote
CT018	Lonestar Taproot	Containers	08/27/2024	09/01/2024	LTSE20240827C	Shandong Liangtai Logistics Co., Ltd	Shandong Liangtai 20 GP Used Containers Pyote RMB 11,000
CT019	Lonestar Taproot	Containers	08/27/2024	09/01/2024	LTSE20240827C	Shandong Liangtai Logistics Co., Ltd	Shandong Liangtai 40 HQ Used Containers Pyote RMB 21,500
CT020	Lonestar Taproot	Containers	09/23/2024	10/01/2024	20240923001	Qingdao Jinjian Express Logistics	Qingdao Jinjian 40 HQ Used Containers Pyote
CT021	Lonestar Taproot	Containers	09/23/2024	10/01/2024	20240923001	Qingdao Jinjian Express Logistics	Qingdao Jinjian 40 HQ Used Containers Pyote
CT022	Lonestar Taproot	Containers	09/23/2024	10/01/2024	20240923001	Qingdao Jinjian Express Logistics	Qingdao Jinjian 40 HQ Used Containers Pyote
CT023	Lonestar Taproot	Containers	09/23/2024	10/01/2024	20240923001	Qingdao Jinjian Express Logistics	Qingdao Jinjian 40 HQ Used Containers Pyote

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资产编号 实体 总账科目 发票 文档中位置 编号 供应商名称 资产描述
日期 服务
CT024 Lonestar Containers 09/23/2024 10/01/2024 20240923001 青岛锦鉴 青岛锦鉴 40 HQ
Taproot 快递二手机柜 Pyote
Logistics
CT025 Lonestar Containers 09/23/2024 10/01/2024 20240923001 青岛锦鉴 青岛锦鉴 40 HQ
Taproot 快递二手机柜 Pyote
Logistics
CT026 Lonestar Containers 02/11/2025 03/01/2025 QDNR20241231-01 诺然 青岛 40 HQ 已使用集装箱
Taproot 供应链 塔布什 USDT
Mgmt. Co., Ltd

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CT024	Lonestar Taproot	Containers	09/23/2024	10/01/2024	20240923001	Qingdao Jinjian Express Logistics	Qingdao Jinjian 40 HQ Used Containers Pyote
CT025	Lonestar Taproot	Containers	09/23/2024	10/01/2024	20240923001	Qingdao Jinjian Express Logistics	Qingdao Jinjian 40 HQ Used Containers Pyote
CT026	Lonestar Taproot	Containers	02/11/2025	03/01/2025	QDNR20241231-01	Noran Qingdao Supply Chain Mgmt. Co., Ltd	40 HQ Used Container Tarbush USDT

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附录 B

假设合同

VDR 部分 合同/文件名称 类型 文件名线索/审阅辅助 位置
1 1. 土地和 Pyote - 特别保证契据 PDF 土地契据；Pyote；62.5 英亩；Pyote
租赁 Lonestar Taproot 22.97_62.5 英亩 日期为 06.23.23
06.23.23
2 1. 土地和 Pyote - 特别保证契据 PDF 土地契据；Pyote；85.47 英亩；Pyote
租赁 Lonestar Taproot 85.47 英亩 02.25.22 日期为 02.25.22
27 4. 供应商 11. Tejas Extreme Logistics LLC PDF 供应商工作订单；持续进行中；Pyote
01.30.26_Ongoing 工作订单，日期为 01.30.26

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EXHIBIT B

Assumed Contracts

#	VDR section	Contract / file name	Type	Filename clues / review aid	Location
1	1. Land and Lease	Pyote - Special Warranty Deed Lonestar Taproot 22.97_62.5 Acres 06.23.23	PDF	Land deed; Pyote; 62.5 acres; dated 06.23.23	Pyote
2	1. Land and Lease	Pyote - Special Warranty Deed Lonestar Taproot 85.47 Acres 02.25.22	PDF	Land deed; Pyote; 85.47 acres; dated 02.25.22	Pyote
27	4. Vendors	11. Tejas Extreme Logistics LLC 01.30.26_Ongoing WO	PDF	Vendor work order; ongoing; dated 01.30.26	Pyote

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附录 C

排除资产

1。位于任何地点的所有现金及现金等价物。

2。所有数字货币及其收益。

3。所有预付费用、押金，包括区域电力供应商押金，以及预付款保留金。

4。所有账户，包括应收账款

5。列于数据室中提交的名为“LDI_LDT Excluded Asset List
12/31/2025”的 Excel 文件中的固定资产明细。

6。卖方的所有权利、权益、索赔、请求和诉因，包括但不限于其在所有合同和租约项下的权利，但不包括已假定并受让的合同。

7。所有撤销诉因，包括但不限于根据《美国法典》第5编第11章产生或与之相关的全部权利、索赔和诉因，包括但不限于根据破产法第502(d)、544、545、547、548、549、550、551和553条产生的所有撤销诉因和索赔，以及根据破产法产生的任何其他撤销、追回或相关索赔或诉因，以及由此产生的全部收益、追回款项和其他权利。

8。针对在交割日当日或之前的应税期间或其部分期间的所有税款退税请求及收取该等退税的权利。

9。卖方的所有会议记录簿、公司及所有权簿册和记录、会计账簿和记录，以及为卖方管理其破产财产所必需的所有其他簿册和记录的副本。

10。所有未被买方购买的其他资产。

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EXHIBIT C

Excluded Assets

1. All cash and cash equivalents, wherever located.

2. All digital currency and the proceeds thereof.

3. All prepaid expenses, deposits, including Regional Electricity Providers deposits, and retainers.

4. All accounts including accounts receivable

5. The schedule of fixed assets listed in the Excel file labeled ‘LDI_LDT Excluded Asset List 12/31/2025’ filed in the Data Room.

6. All of Sellers’ rights, interests, claims, demands, and causes of action, including but not limited to those under all contracts and leases other than Assumed and Assigned Contracts.

7. All Avoidance Actions, including without limitation, all rights, claims, and causes of action arising under or relating to Chapter 5 of Title 11 of the United States Code, including, without limitation, all avoidance actions and claims arising under Sections 502(d), 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code, and any other avoidance, recovery, or related claims or causes of action under the Bankruptcy Code, together with all proceeds, recoveries, and other rights arising therefrom.

8. All claims for and rights to receive tax refunds with respect to taxable periods or portions thereof on or prior to the Closing Date.

9. All the minute books, corporate and ownership books and record and accounting books and records of the Seller and copies of all other Books and Records necessary for Seller to administer its estate.

10. All other assets which are not purchased by a buyer.

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附录 D

承担的负债

无。

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4934-0292-0148, v. 14914-1870-6899, v. 7

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EXHIBIT D

Assumed Liabilities

None.

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附件 E

诉讼请求

1。Gao v. Pan et al.，案号 D-1-GN-24-003302（98th 地区法院，得克萨斯州特拉维斯县）

2。Saturn Data LLC v. Lonestar Dream et al.，案号 493-08827-2025（493rd 地区法院，得克萨斯州科林县）

3。DBR Land LLC v. Lonestar Taproot LLC and Lonestar Dream Inc.，案号 P-13332-11213332-112-CV（112th 地区法院，得克萨斯州佩科斯县）

4. SIAC Arbitration No. 532 of 2025 (ARB532/25/ZY): Liang, Lin v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

5。SIAC 仲裁案号 245（2022 ARB/245/22/ALS）：Li Bei v. Poolin Technology PTE. LTD.，新加坡国际仲裁中心，新加坡

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4934-0292-0148，v. 14914-1870-6899，v. 7

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EXHIBIT E

Litigation Claims

1. Gao v. Pan et al., Cause No. D-1-GN-24-003302 (98th District Court, Travis County, Texas)

2. Saturn Data LLC v. Lonestar Dream et al., Case No. 493-08827-2025 (493rd District Court, Collin County, Texas)

3. DBR Land LLC v. Lonestar Taproot LLC and Lonestar Dream Inc., Case No. P~~-13332--112~~13332-112-CV (112th District Court, Pecos County, Texas)

4. SIAC Arbitration No. 532 of 2025 (ARB532/25/ZY): Liang, Lin v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

5. SIAC Arbitration No. 245 of 2022 (ARB/245/22/ALS): Li Bei v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

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附件 F

环境事项

1。第 1 阶段环境场地评估，日期为 2026年1月23日

2。某份业主问卷，日期为 2026年8月5日

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4934-0292-0148，v14914-1870-6899 诉 7

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EXHIBIT F

Environmental Matters

1. Phase 1 Environmental Site Assessment dated January 23, 2026

2. That certain Landowner Questionnaire dated August 5, 2026

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附表 G-1
豁免宣誓书
（由卖方提供，并于成交时附上）
62
4934-0292-0148，v14914-1870-6899，诉 7

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EXHIBIT G-1

Exemption Affidavit

(To Be Provided by Seller and Attached At Closing)

~~4934-0292-0148, v. 1~~4914-1870-6899, v. 7

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附表 G-2
物业经理留置权豁免书
（由卖方提供，并于成交时附上）
63
4934-0292-0148，v14914-1870-6899，诉 7

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EXHIBIT G-2

Property Manager Lien Waiver

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附件H
卖方陈述更新证明书
（由卖方提供并于交割时附上）
64
4934-0292-0148, v14914-1870-6899, v. 7

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EXHIBIT H

Seller's Representation Update Certificate

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附件I

托管协议

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EXHIBIT I

Escrow Agreement

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托管协议

本托管协议（“本协议”）由以下各方于 23rd____ 日、2026 年 9 月订立并签署：LONESTAR DREAM INC.，一家特拉华州公司（“卖方1”），以及 LONESTAR TAPROOT LLC，一家特拉华州有限责任公司（“卖方2”及连同“卖方1”一起，每一方均为“卖方”，合称“卖方”）、MESQUITE FALCONCES ACQUISITIONS LLC，一家特拉华州有限责任公司（“买方”）以及 Archer & Greiner, P.C.（“托管代理”）。凡本文未定义之术语，均应具有如下所定义之《购买协议》中的含义。

卖方和买方拟订立一份资产购买协议，日期为 9 月 21_____ 日、2026（“购买协议”），据此，卖方拟出售而买方拟购买若干被购买资产，包括个人财产、Pyote Property、设备及其他位于德克萨斯州 Ward County、通常称为并位于 3072 FM 1927，Pyote, TX 79777 的不动产上的其他资产。卖方和买方希望由托管代理保管善意定金 $2,775,000.00（USD）（包括买方已存入并由托管代理持有的金额）3,000,000.00（USD），并按照本协议的条款和规定支付该等款项。

于 2026年7月22日 日（“申请日”），卖方根据《美国破产法典》第 11 章在美国新泽西州破产法院（“破产法院”）启动了自愿案件，案号为《美国法典》11 U.S.C. §§ 101，及以下各节（“破产法典”）（“破产案件”）。在遵守卖方根据竞标程序及竞标程序命令收到任何更高且更优报价的前提下，卖方希望依据《购买协议》以及破产法典第 105、363 和 365 条向买方出售，而买方希望从卖方购买被购买资产

1. 托管资金的交付；托管代理授权。买方已通过电汇向托管代理交付了善意定金中的 $792,500.00（USD），并应在购买协议签署后五(5)日内通过电汇向托管代理交付善意定金的余额 ($1,982,500.003,000,000.00（USD））。善意定金应由托管代理存入计息账户（“托管账户”）。善意定金及其所产生的任何利息以下统称为“托管资金”。

2. 托管资金的释放。托管代理应依照本协议和购买协议的规定支付托管资金。在收到卖方和买方或其各自律师双方签署的联合指示后，并依照购买协议，托管代理应按照该通知支付托管资金，该通知应包括每一收款人的姓名、应付给每一收款人的金额以及（如有）电汇指示。托管代理在未确认且未合理满意之前，绝不负有支付任何托管资金的义务

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Escrow Agreement

This Escrow Agreement ("Agreement") is entered into as of this ~~23rd~~ ____ day of September, 2026 by and among LONESTAR DREAM INC., a Delaware corporation (the "Seller 1"), and LONESTAR TAPROOT LLC, a Delaware limited liability company ("Seller 2" and together with "Seller 1", each a "Seller", collectively, "Sellers"), ~~MESQUITE FALCON~~CES ACQUISITIONS LLC, a Delaware limited liability company ("Buyer") and Archer & Greiner, P.C. ("Escrow Agent"). Any terms not defined herein shall have the meaning ascribed to it in the Purchase Agreement (as defined below).

The Seller and the Buyer intend to enter into an Asset Purchase Agreement, dated as of ~~September 21~~ _____, 2026 (the "Purchase Agreement") pursuant to which Seller intends to sell and Buyer intends to purchase certain Purchased Assets including personal property, Pyote Property, equipment and other assets located at that certain real property commonly known as and located at 3072 FM 1927, Pyote, TX 79777 in Ward County, Texas. The Seller and the Buyer desire for Escrow Agent to hold in escrow the Good Faith Deposit of ~~$2,775,000.00 (USD) (inclusive of amounts already deposited by Buyer and held by the Escrow Agent)~~3,000,000.00 (USD) and to disburse the same in accordance with the terms and provisions of this Agreement.

On July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case"). Subject to Seller's receipt of any higher and better offer for the Purchased Assets (as defined in the Purchase Agreement) in accordance with the Bidding Procedures and Bidding Procedures Order, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets in accordance with the Purchase Agreement and sections 105, 363, and 365 of the Bankruptcy Code

1. Delivery of Escrow Funds; Authorization of Escrow Agent. Buyer ~~has delivered $792,500.00 (USD) of the Good Faith Deposit to Escrow Agent via wire transfer and~~ shall deliver ~~the balance of~~ the Good Faith Deposit ($~~1,982,500.00~~3,000,000.00 (USD)) to Escrow Agent via wire transfer within five (5) days from execution of the Purchase Agreement. The Good Faith Deposit shall be held by Escrow Agent in an interest-bearing account (the "Escrow Account"). The Good Faith Deposit together with any interest accrued thereon are hereinafter collectively referred to as the "Escrow Funds".

2. Release of Escrow Funds. Escrow Agent shall disburse the Escrow Funds in accordance with the provisions of this Agreement and the Purchase Agreement. Upon receipt of joint instructions from and executed by each of Seller and Buyer or their respective attorneys, in accordance with the Purchase Agreement, the Escrow Agent shall disburse the Escrow Funds in accordance with such notice, which shall include the name of each payee, the amount to be paid to each payee and wire instructions, if any. In no event shall the Escrow Agent be required to disburse any of the Escrow Funds unless and until it has confirmed and is reasonably satisfied

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……应按照本协议及《购买协议》向适当一方支付。托管资金的所有支付均应通过支票或电汇方式进行。

3。争议。如对本协议的解释，或对托管代理人在本协议项下所设想之任何行动的职责、权利和义务存在分歧，或卖方与买方就托管资金存在争议，或托管代理人就该等资金收到相互冲突的要求或指示，则托管代理人可暂缓向任一方支付或交付该等资金，直至托管代理人收到以下任一项： (a) 卖方与买方就托管资金或其任何部分的支付或交付出具的联合书面指示；或 (b) 破产法院作出的命令，指示支付或交付托管资金或其任何部分，且自该命令作出之日起已过去(30)天，且未有进一步法院命令指示其处置。托管代理人有权依赖该法院关于托管资金处置及权利归属的裁定。各方确认并同意，善意保证金不应被视为卖方破产财产的一部分，且该财产在《破产法典》第5章或适用法律项下对该善意保证金不享有任何种类的权益（无论衡平法上或其他方面），除非有相反的破产法院命令，而该命令在作出后30天内未被中止或推翻。

4。职责范围。托管代理人仅有义务履行本协议中明确载明的职责，该等职责应被视为纯粹的文书性职责。在任何情况下，托管代理人均不应被视为本协议项下对任何一方或任何其他人的受托人。对于任何一方未能按照《购买协议》、本协议或任何其他协议履行义务，托管代理人不承担责任。除本协议外，托管代理人既不负责了解《购买协议》或任何其他文书或文件的其他条款和条件，也不对其承担知悉责任，无论是否已向托管代理人提供其副本；且托管代理人无义务知悉或查询《购买协议》或任何其他文书或文件中任何条款的履行或未履行情况。本协议载明了与此处所设想之托管有关的全部事项，不应从本协议、《购买协议》或任何其他协议的条款中推定或暗示托管代理人的任何附加义务。

5。依赖。对于托管代理人根据各方或其各自律师（包括办公室工作人员）的指示或同意所采取或未采取的任何行动，托管代理人不承担责任。对于其善意认为真实且正确、并由适当个人签署或发送的任何通知、请求、同意、指示、要求、证明、命令、宣誓书、信函或其他纸质文件或文件，托管代理人可据此作为依据而行事或不行事，无需进一步查询相关个人的授权。

6。赔偿。卖方应共同且分别地，就因针对托管代理人提起的任何行动、索赔或程序而导致托管代理人遭受或发生的任何及一切损失、责任、成本、损害和费用，包括但不限于托管代理人可能因与本协议有关或与本协议所涉任何交易有关而遭受或发生的内部和/或外部律师费及支出或其他专业费用，向托管代理人作出赔偿、抗辩并使其免受损害，除非该等损失、责任、成本、

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that they are being disbursed to the proper party pursuant to this Agreement and the Purchase Agreement. All disbursements of the Escrow Funds shall be made via check or wired funds.

3. Disagreements. In the event of a disagreement about the interpretation of this Agreement or about the duties, rights and obligations of any action contemplated by Escrow Agent under this Agreement, or if there is a dispute between Seller and Buyer regarding the Escrow Funds, or the Escrow Agent receives conflicting demands or instructions with respect thereto, Escrow Agent may withhold disbursement or delivery of the same to either Party until Escrow Agent receives either: (a) joint written instructions from Seller and Buyer with respect to the disbursement or delivery of the Escrow Funds or any part thereof; or (b) an order entered by the Bankruptcy Court directing the disbursement or delivery of the Escrow Funds or any part thereof and thirty(30) days have passed since entry of such order without further court order directing the disposition thereof. Escrow Agent shall be entitled to rely upon the decision of such court with respect to the disposition and entitlement of the Escrow Funds. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of Seller's bankruptcy estate under the United States Bankruptcy Code, and that such estate shall have no interest of any kind, under Chapter 5 of the Bankruptcy Code or applicable law (whether equitable or otherwise), in and to the Good Faith Deposit absent Bankruptcy Court order directing to the contrary, which order has not been stayed or overturned within 30 days of entry.

4. Scope of Responsibility. Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Agreement. Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with the Purchase Agreement, this Agreement, or any other agreement. Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the other terms and conditions of the Purchase Agreement or any other instrument or document other than this Agreement, whether or not a copy thereof has been provided to Escrow Agent; and Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of the Purchase Agreement or any other instrument or document. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of Escrow Agent shall be inferred or implied from the terms of this Agreement, the Purchase Agreement, or any other agreement.

5. Reliance. Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective attorneys (including office staff). Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person or persons' authority.

6. Indemnification. The Sellers, jointly and severally, shall indemnify, defend and hold harmless Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, in-house and/or outside attorneys' fees and expenses or other professional fees and expenses which Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against Escrow Agent, arising out of or relating in any way to this Agreement, or any transaction to which this Agreement relates, unless such loss, liability, cost,

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损害或费用经最终裁定系由托管代理人的故意不当行为或重大过失直接造成。本段规定在托管代理人辞职或被免职以及本协议终止后继续有效。如托管代理人为执行或解释本协议任何条款，或为抗辩任何指称托管代理人违反本协议项下任何义务或责任或以其他方式违反之索赔或指控而发生律师费，则托管代理人有权向卖方追偿其因此实际产生的成本和费用，包括律师费，并自发生之日起计息。就本条而言，成本、费用和律师费应包括但不限于为追偿此类成本、费用和律师费而实际发生的成本和费用，包括但不限于全部判决执行程序、藐视法庭程序、扣押程序、扣押令程序、债务人及第三方取证和询问、破产程序以及上诉程序。

7。责任限制。对于因本协议项下所提供服务而产生的任何(i)损害、损失或费用，除经最终裁定系直接由托管代理人的重大过失或故意不当行为所致的损害、损失或费用外，或者(ii)任何种类的特殊、间接或后果性损害或损失（包括但不限于利润损失），即使已告知托管代理人此类损失或损害的可能性且不论诉讼形式为何，托管代理人均不承担直接或间接责任，且各方特此解除托管代理人的相关责任。

8。辞职或免职。托管代理人可通过向各方送达其辞职书面通知而辞职；各方可通过向托管代理人送达一份联合书面免职通知并支付截至终止日托管代理人有权收取的全部费用和支出而免去托管代理人的职务。该等辞职或免职（视情况而定）应于该通知送达后三十(30)天后生效，或在更早任命继任者时生效，此后托管代理人的唯一责任应是妥善保管托管资金并将其交付给由各方任命的继任托管代理人，该任命应以提交给托管代理人的联合书面通知或法院命令为证。如果各方在送达该辞职或免职通知后三十(30)天届满前未能任命继任托管代理人，则托管代理人有权但无义务：(a) 向有管辖权的任何法院申请任命继任托管代理人或寻求其他适当救济，且任何因此作出的任命对各方均具有约束力；(b) 将托管资金存入审理与《购买协议》有关的任何诉讼之破产法院书记员处；和/或 (c) 采取其可自行选择的合理积极措施以终止其作为托管代理人的职责，包括但不限于将托管资金存入有管辖权的法院并提起交互诉讼（interpleader），且其费用应由此承担，而托管保管人届时应从本协议项下全部责任中解除，但此前的重大过失或故意不当行为除外。

9。通知。本协议项下要求的所有通知、请求、要求及其他通信均应以书面英文形式作出，并在以下情况下视为已正式送达：(i) 亲自递送，(ii) 通过信誉良好的全国性隔夜递送服务隔夜送达，或 (iii) 通过挂号信或要求回执的认证邮件寄送，且邮资

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damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of Escrow Agent. The provisions of this paragraph shall survive the resignation or removal of Escrow Agent and the termination of this Agreement. In the event Escrow Agent incurs legal fees in connection with the enforcement or interpretation of any provision of this agreement or to defend against any claim or allegation that Escrow Agent breached any duty or obligation under this agreement or otherwise, then Escrow Agent shall be entitled to recover from the Sellers Escrow Agent's actual costs and expenses, including attorneys' fees, incurred by Escrow Agent in connection therewith, with interest thereon from the date incurred. For purposes hereof, costs, expenses, and attorneys' fees shall include, without limitation, the actual costs and expenses, including attorneys' fees, incurred in recovering such costs, expenses, and attorneys' fees (including, without limitation, all judgment enforcement proceedings, contempt proceedings, garnishment, levy, debtor and third-party discovery and examinations, bankruptcy proceedings, and appellate proceedings).

7. Limitation of Liability. Escrow Agent shall not be liable, directly or indirectly, for, and the Parties hereby release Escrow Agent from, any (i) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which have been finally adjudicated to have directly resulted from Escrow Agent's gross negligence or willful misconduct, or (ii) special, indirect or consequential damages or losses of any kind whatsoever (including without limitation lost profits), even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the form of action.

8. Resignation or Removal. Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove Escrow Agent by furnishing to Escrow Agent a joint written notice of Escrow Agent's removal along with payment of all fees and expenses to which the Escrow Agent is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Funds and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, Escrow Agent shall have the right, but not the obligation to (a) petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties; (b) deposit the Escrow Funds with the Clerk of the Bankruptcy Court in which any litigation relating to the Purchase Agreement is pending and/or (c) take such reasonable affirmative steps as it may, at its option, elect in order to terminate its duties as Escrow Agent, including, without limitation, the depositing of the Escrow Funds with a court of competent jurisdiction and the commencement of an action for interpleader (and the costs thereof shall be, and thereupon Depositary shall be released of and from all liability hereunder except for any previous gross negligence or willful misconduct.

9. Notices. All notices, requests, demands, and other communications required under this Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by overnight delivery with a reputable national overnight delivery service, or (iii) by registered mail or by certified mail, return receipt requested, and postage

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预付，均发送至下列地址。各方有责任就任何姓名或地址变更以书面形式通知托管代理及其他各方。通知在送达之日视为已发出。

致卖方的通知：
Lonestar Dream Inc.
Lonestar Taproot LLC
收件人：Michael DuFrayne，CRO
电子邮件：mdufrayne@dufraynellc.com

并抄送至：
Archer & Greiner, P.C.
收件人：Stephen M. Packman, Esq.
电子邮件：spackman@archerlaw.com

如致买方：
CES Acquisitions LLC
收件人：Jimmy Martini Hut 8 Corp.Nader Pakfar，General Counsel，Real Estate
777 Brickell Ave，第2层，Miami, FL 33131（jimmy.martini@hut8.com）

电子邮件：npakfar@crusoe.ai

并抄送至：
Andrew M. Carty Brown Rudnick LLP Seven Times Square New York, NY 10036（acarty@brownrudnick.com）

Elkins Kalt Weintraub Reuben Gartside LLP
收件人：Michael I. Gottfried, Esq.（mgottfried@elkinskalt.com）以及 Cole F. Nicholas, Esq.（cnicholas@elkinskalt.com）

如致托管代理：
Archer & Greiner, P.C.
注意：Stephen M. Packman, Esq.
电子邮件：spackman@archerlaw.com

10。修订。本协议不得变更、修改或终止，且其中任何条款亦不得被放弃，除非由本协议各方签署书面文件。

11。副本。本协议可分多份副本签署，所有如此签署的副本应构成一份协议，对本协议各方均具有约束力，即使并非所有方都在原件或同一副本上签字。
通过传真或电子邮件传输 Portable Document Format（.pdf）交换本协议副本、其任何修订、依据本协议所要求的任何签字页或本协议项下要求或预期的任何其他文件，均应构成对相关各方的有效签署和交付，并可在一切目的上代替原件使用。

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prepaid, all at the addresses set forth below. It shall be the responsibility of each of the Parties to notify Escrow Agent and the other Parties in writing of any name or address changes. Communications shall be deemed to have been given on the date received.

Notices to Seller:
Lonestar Dream Inc.
Lonestar Taproot LLC
Attn: Michael DuFrayne, CRO
Email: mdufrayne@dufraynellc.com

and a copy to:
Archer & Greiner, P.C.
Attn: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com

If to Buyer:
CES Acquisitions LLC
Attn: ~~Jimmy Martini Hut 8 Corp.~~Nader Pakfar, General Counsel, Real Estate
~~777 Brickell Ave, Floor 2 Miami, FL 33131 (jimmy.martini@hut8.com)~~

Email: npakfar@crusoe.ai

With a copy to:
~~Andrew M. Carty Brown Rudnick LLP Seven Times Square New York, NY 10036 (acarty@brownrudnick.com)~~

Elkins Kalt Weintraub Reuben Gartside LLP
Attn: Michael I. Gottfried, Esq. (mgottfried@elkinskalt.com) and Cole F. Nicholas, Esq. (cnicholas@elkinskalt.com)

If to Escrow Agent:
Archer & Greiner, P.C.
Attention: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com

10. Amendments. This Agreement may not be changed, modified or terminated, nor may any provision hereunder be waived, except by an instrument executed by the parties hereto.

11. Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. The exchange of copies of this agreement, any amendments hereto, any signature pages required hereunder or any other documents required or contemplated hereunder by facsimile or via email transmission in Portable Document Format (.pdf) shall constitute effective execution and delivery of same as to the parties thereto and may be used in lieu of the original documents for all purposes.

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12。准据法。本协议应依纽约州法律解释并据此执行。

[本页其余部分故意留白]

兹证明，本协议各方已于上文首次写明的日期和年份正式签署本协议。

卖方：

LONESTAR DREAM INC.

签字：_____
姓名：Kathy Zhang
职务：COO

LONESTAR TAPROOT LLC

签字：_____
姓名：Kathy Zhang
职务：COO

买方：

MESQUITE FALCONCES ACQUISITIONS LLC

签字：_____
姓名：
职务：

[签字继续见下页]

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12. Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first written above.

SELLER:

LONESTAR DREAM INC.

By: _____
Name: Kathy Zhang
Title: COO

LONESTAR TAPROOT LLC

By: _____
Name: Kathy Zhang
Title: COO

BUYER:

~~MESQUITE FALCON~~CES ACQUISITIONS LLC

By: _____
Name:
Title:

[Signatures continue on following page]

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托管代理：
Archer & Greiner, P.C.
由：
姓名：Stephen M. Packman
职务：合伙人
71
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ESCROW AGENT:

Archer & Greiner, P.C.

By: _____
Name: Stephen M. Packman
Title: Partner

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样式名称：默认样式
智能表格比较：已启用
原始DMS：nd://4934-0292-0148/1/APA - Pyote (Mesquite Falcon LLC) -
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修改后DMS：nd://4914-1870-6899/7/Crusoe.Poolin - Pyote APA.docx
变更：
新增 121
删除 117
从此处移动 0
移动至 0
表格插入 0
表格删除 0
表格移动至 0
表格移动自 0
嵌入图形（Visio、ChemDraw、图像等） 0
嵌入 Excel 0
格式更改 0
更改总数：238

原文图示 / 勾选参考；以官方原文为准。以下为本物理页的原始图像，不代表其内容已经翻译或获真实性认证。

Summary report: **Litera Compare for Word 11.13.0.54 Document comparison done on 9/25/2026 8:48:56 PM**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4934-0292-0148/1/APA - Pyote (Mesquite Falcon LLC) - 9.21.26 - Conformed for Markup.docx	
Modified DMS: nd://4914-1870-6899/7/Crusoe.Poolin - Pyote APA.docx	
Changes:	
Add	121
~~Delete~~	117
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	238

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