

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

John P. Leon (JL4638) Subranni Zauber LLC 750 Route 73 South–Suite 307B Marlton, NJ 08053 (609) 347-7000 Fax 609-345-4545 Attorneys for Debtors	
In Re: RENAULT WINERY, INC. ¹ Debtor	Case No.: 14-33075-ABA Judge: Andrew B. Altenburg, Jr. Chapter 11 Jointly Administered Hearing Date: September 1, 2015 10:00 a.m. Objection Deadline: August 25, 2015

Notice of Debtors’ Motion for (I) an Order (A) Authorizing and Approving Bid Procedures to Be Employed in Connection With the Proposed Sale of the Assets of the Debtors, (B) Scheduling an Auction and Sale Hearing, (C) Authorizing and Approving Assignment Procedures, (D) Approving the Form and Manner of Notice of the Auction and Assignment Procedures, and (E) Granting Related Relief (Including Waiver of Stay of Order), and (II) An Order (A) Authorizing and Approving the Sale of the Assets of the Debtors Free and Clear of Liens, Claims, Encumbrances and Interests and (B) Granting Related Relief (Including Waiver of Stay of Order)

PLEASE TAKE NOTICE that on September 1, 2015 at 10:00 a.m., or as soon thereafter as counsel may be heard, Renault Winery, Inc. and its jointly administered debtors (the “Debtors”) shall move before the Honorable Andrew B. Altenburg, U.S. Bankruptcy Judge, at the United States Bankruptcy Court, 400 Cooper Street, Courtroom 4B, Camden, New Jersey 08101, for entry of an order granting their Motion For Entry Of (I) an Order (A) Authorizing and Approving Bid Procedures To Be Employed In Connection With the Proposed Sale of the Assets Of the Debtors, (B) Scheduling an Auction and a Sale Hearing, (C) Authorizing and Approving

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Renault Realty Co., LLC, (9787), Renault Golf, LLC (0618), Renault Winery Properties, LLC (7686), Tuscany House, LLC (6179), and Renault Winery, Inc. (7686). The mailing address for each of the Debtors is 72 North Bremen Ave., Egg Harbor City, NJ 08215.

Assignment Procedures, (D) Approving the Form and Manner of Notice of the Auction, Sale Hearing and Assignment Procedures and (E) Granting Related Relief; and (II) An Order (A) Authorizing and Approving the Sale of the Assets of the Debtors Free and Clear of Liens, Claims, Encumbrances and Interests, and (B) Granting Related Relief (the "Motion"). AMONG OTHER THINGS, THE MOTION PROPOSES TO HOLD AN AUCTION SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS ON SEPTEMBER 22, 2015.

The related relief sought by the motion includes a waiver of the provisions of the Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) (which impose a stay on certain court orders).

In support of the relief sought and the proposed Order, the Debtors shall rely upon the Motion and the Certifications of Hank Waida and Keith Roy. Debtors submit that no separate brief is necessary, because the Motion sets forth the authorities the Debtors rely upon for the relief requested.

Objections to the relief requested must be made in writing and must be filed with the Court and served upon Debtors' counsel Subranni Zauber LLC (Attention John P. Leon), Willow Ridge Executive Office Park, 750 Route 73 South – Suite 307B, Marlton, NJ 08053 no later than August 25, 2015. If no timely objection is filed with the Court and served upon Debtors' counsel by the foregoing deadline, the Motion shall be deemed uncontested and the Court may, in its discretion, grant the requested relief.

Subranni Zauber LLC
Attorneys for Debtors

By: /s/ John P. Leon
John P. Leon

August 11, 2015

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

John P. Leon (JL4638) Subranni Zauber LLC 750 Route 73 South – Suite 307B Marlton, NJ 08053 (609) 347-7000; Fax (609) 345-4545 Attorneys for Debtors	
In Re: RENAULT WINERY, INC. ¹ Debtor	Case No.: 14-33075-ABA Judge: Andrew B. Altenburg, Jr. Chapter 11 Jointly Administered Hearing Date: September 1, 2015 10:00 a.m.

Debtors’ Motion for Entry of (I) an Order (A) Authorizing and Approving Bid Procedures to Be Employed in Connection With the Proposed Sale of the Debtors’ Assets, (B) Scheduling an Auction and Sale Hearing, (C) Authorizing and Approving Assignment Procedures, (D) Approving the Form and Manner of Notice of Auction, Sale Hearing and Assignment Procedures and (E) Granting Related Relief (Including Waiver of Stay of Order); and (II) An Order (A) Authorizing and Approving the Sale of the Debtors’ Assets Free and Clear Of Liens, Claims, Encumbrances and Interests and (B) Granting Related Relief (Including Waiver of Stay of Order)

Renault Winery, Inc. (“Renault”) and its affiliated debtors (collectively, the “Debtors” or “Sellers”) in the above-captioned chapter 11 cases file this motion (the “Motion”) for entry of: **(i)** an order, in the form attached hereto as **Exhibit “A”** (the “Bid Procedures Order”), pursuant to sections 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”), Rules 2002, 6004 and 9008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 6004-1 and 6004-2 of the District of New Jersey Local

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Renault Realty, Co., LLC, (9787), Renault Golf, LLC (0618), Renault Winery Properties, LLC (7686), Tuscany House, LLC (6179), and Renault Winery, Inc. (7686). The mailing address for each of the Debtors is 72 North Bremen Ave., Egg Harbor City, NJ 08215.

Bankruptcy Rules (the “Local Rules”), (a) authorizing and approving bid procedures (the “Bid Procedures”) to be employed in connection with the proposed sale (the “Sale”) of substantially all of the Debtors’ assets (the “Assets”), (b) scheduling an auction (the “Auction”) and a hearing (the “Sale Hearing”) to consider approval of the Sale, (c) authorizing and approving procedures (the “Assignment Procedures”) to be employed in connection with the possible assumption and assignment of certain contracts (the “Assumed Contracts”) and leases (the “Assumed Leases”), and any intellectual property (the “Intellectual Property Rights”) of the Debtors, (d) approving the proposed initial form of Asset Purchase Agreement substantially in the form attached to the Bid Procedures Order as Exhibit 1, and the form and manner of notice of the Auction, the Sale Hearing and the Assignment Procedures, in the form attached to the Bid Procedures Order as Exhibit “2” (the “Sale Notice”) and Exhibit “3” (the “Assignment Notice”) and (e) granting related relief; and (ii) an order substantially in the form attached hereto as Exhibit “B” (the “Sale Order”), pursuant to Bankruptcy Code sections 105, 363 and 365, and Bankruptcy Rules 2002, 6004, 9007 and 9014, authorizing and approving the Sale of the Assets free and clear of all liens, claims, encumbrances and interests to the fullest extent authorized by the Bankruptcy Code, and (b) granting related relief. In support of the Motion, the Debtors respectfully represent as follows:

Preliminary Statement

1. The Debtors believe that a prompt sale of their Assets is necessary to maximize and preserve the value of the Debtors’ businesses. The Debtors have engaged in ongoing negotiations with their primary secured creditor OceanFirst Bank (the “Bank”), and are entering into an agreement with the Bank (the “Bank Settlement Agreement”), which allows a sale process to proceed, but also provides for the Bank to obtain relief from the stay under certain circumstances. The Debtors are filing a separate motion for approval of the Bank Settlement Agreement. Under

the terms of the Bank Settlement Agreement, the Bank agrees to accept less than the full amount due to it under a certain mortgage foreclosure judgment, but only if it receives that amount by October 15, 2015 (with a possible extension to November 6, 2015). The Bank Settlement Agreement provides that the Bank is entitled to relief from the automatic stay if it does not receive the required payment by October 15.

2. The Bid Procedures proposed by this Motion will ensure that the Debtors' sale process is conducted openly and in a manner that will encourage bidders to submit bids that will best maximize the value of the Debtors' assets. Accordingly, the Debtors seek entry of the Bid Procedures Order, approval to conduct the sale process in accordance with the Bid Procedures and, following the completion of such process, entry of the Sale Order.

3. Although the Debtors are vigorously pursuing a sale transaction, they reserve the right to seek this Court's approval of a refinancing or equity infusion transaction (or some combination thereof) rather than a sale.

Background

A. Overview

4. The Debtors own and operate a winery, a hotel, a golf course, a restaurant, and a banquet facility in Galloway Township and Egg Harbor City, N.J.

5. On August 4, 2014 the Bank obtained a mortgaged foreclosure judgment against the real estate used by the Debtors to operate their businesses, in the amount of \$7,723,547.17 plus counsel fees of \$54,407.97, for a total judgment of \$7,777,955.14 (the "Foreclosure Judgment"). The Bank also holds a money judgment against the Debtors for the same debt.

6. On November 13, 2014 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court

for the District of New Jersey (the “Court”), thereby commencing these Chapter 11 cases. The Debtors continue to operate their businesses and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. No official committee or examiner has been appointed by the Office of the United States Trustee in these Chapter 11 Cases.

8. Additional background facts on the Debtors, including an overview of the Debtors’ businesses, and information on the events leading up to the Chapter 11 Cases are contained in the Declaration of Dennis Del Vecchio in Support of First Day Motions and Applications [Docket No. 12].

B. Marketing of the Assets and Efforts to Raise Capital

9. The Debtors engaged in various efforts to refinance their debt, obtain an infusion of equity capital, or to sell their Assets both before and after the Petition Date, without success.

10. On July 20, 2015 the Debtors entered into a retention agreement with Equity Partners HG LLC (“Equity Partners”), which provides that Equity Partners will assist the Debtors in obtaining refinancing or an infusion of equity capital, or accomplishing a sale of their Assets. This court approved that retention agreement by Order dated July 14, 2015 [Docket No. 1107]. After being retained by the Debtors, Equity Partners immediately began a targeted marketing process related to such potential transactions. See the Certification of Hank Waida submitted in support of this motion (the “Waida Certification”).

11. Equity Partners and the Debtors’ management are currently facilitating due diligence with interested parties. This motion seeks approval of the sale process, which is already in progress.

C. Need for a Prompt Sale of the Debtors' Assets

12. Given the Debtors' liquidity constraints, the Debtors and their advisors have determined that a refinancing, infusion of equity capital, or a sale of the Debtors' Assets offers the best opportunity to maximize the return to creditors. Further, it is essential that a transaction occur promptly in light of the payment deadline in the Bank Settlement Agreement.

D. The Bid Procedures

1. Outline of the Bid Procedures

13. The Debtors' proposed Bid Procedures have been designed to maximize the value of the Assets for the benefit of the Debtors' estates. The Bid Procedures describe, among other things, the assets to be sold, the manner in which bidders may submit qualified bids and become qualified bidders, the process for conducting the Auction and selecting the Successful Bidder (as defined below), and the date, time and location of the Auction. The Court and parties in interest are referred to the Bid Procedures Order for the entirety of the Bid Procedures for which the Debtors seek approval. The Bid Procedures (attached as Exhibit A to Debtors' proposed Order granting this motion) establish, among other things:

- i. The terms and conditions of the initial form of Asset Purchase Agreement, which is attached to the Bid Procedures Order as Exhibit "1" (the "Form APA"). Bid Procedures at section 2;
- ii. The deadline and requirements for submitting a Qualified Bid (as defined below) (Bid Procedures at section 2);
- iii. The criteria by which an Auction shall be triggered and the timing, location and procedures for conducting an Auction (Bid Procedures at section 5); and
- iv. The methodology for selecting a Successful Bidder and a Backup Bidder (each as defined below) (Bid Procedures at sections 7 and 8).

14. The Bid Procedures Order contemplates that the hearing with respect to the Sale

will occur at the Sale Hearing, and the Sale would be approved by entry of the Sale Order.

2. Compliance with Local Rule 6004-2

15. The Bid Procedures contain the following provisions that are to be highlighted pursuant to Local Rule 6004-2 (“Bidding and Auction Procedures for Sale of Property”):

a. Provisions governing bidder qualifications and obligations. The Bid Procedures include the following provisions:

Qualified Bidders. “Only those persons who have submitted a Qualified Bid in compliance with this Bid Procedures Order shall be a “Qualified Bidder.” If a bid submitted on or before the Bid Deadline fails to meet all the requirements of a Qualified Bid, the Debtors are entitled to work with such bidder in an effort to cure any defects in the bid and to cause such bid to become a Qualified Bid prior to the commencement of the Auction. Notwithstanding anything to the contrary contained herein, OceanFirst Bank shall be deemed to be a Qualified Bidder for purpose of making any credit bid and participating in any auction, without the need for compliance with any of the requirements contained in section 3(b) above.” Bid Procedures Section 3.

Evidence of Bidder’s Financial Ability. Each bidder must deliver to the Debtors on or before the September 11, 2015 bid deadline reasonable proof acceptable to the Debtors of the bidder’s ability to consummate a purchase of the Assets and assumption of the Assumed Liabilities, including copies of such bidder’s annual, quarterly and monthly financial statements for the most recently ended fiscal periods, certified to be true, correct and complete in all material respects, or if the bidder is an entity formed for the purpose of acquiring the Assets, the aforementioned financial statements for the equity holder(s) of the bidder, and evidence of sufficient financing if the bidder intends to finance the purchase. See Bid Procedures Section 2.

Confidentiality Requirements. “Upon execution of a confidentiality agreement in a form acceptable to the Debtors, any bidder that wishes to conduct due diligence on the Debtors or their assets shall be granted access to all material information that has been or will be provided to other bidders, subject, in all cases, to the terms and conditions of the confidentiality agreement, applicable law or other restrictions the Debtors may deem necessary or appropriate to protect the proprietary information of the Debtors.” Bid Procedures Section 4.

b. Provisions governing bid qualifications. The Bid Procedures include the following provisions:

Deposits. Each bidder shall, on or before the September 18, 2015 bid deadline, deliver to Equity Partners a cash deposit of 10% of the bidder’s purchase price offer. See

Bid Procedures Section 2. The deposits posted by the Successful Bidder and Backup Bidder will be retained pending conclusion of a closing. See Bid Procedures Section 5(e).

Bid Deadline. The bid deadline is September 18, 2015. If a bid submitted on or before the bid deadline fails to meet all the requirements of a Qualified Bid, the Debtors are entitled to work with such bidder in an effort to cure any defects in the bid and to cause such bid to become a Qualified Bid prior to the commencement of the Auction. See Bid Procedures Section 3.

Bids – Requirements of Form. Part of the relief sought by the Debtors on this motion is approval of the Form APA. The bid procedures provide that a bidder must submit with its bid an executed asset purchase agreement on substantially the terms of, or on more favorable terms than those set forth in, the Form APA (“Bidder’s APA”), which Bidder’s APA shall (i) designate the assets the bidder proposes to purchase, (ii) specify the amount of cash (or other form of consideration acceptable to the Debtors in consultation with OceanFirst Bank), offered by the bidder for the Assets, (iii) not be subject to unperformed due diligence or obtaining financing nor provide for an expense reimbursement or break-up fee in favor of such bidder, (iv) constitute an offer by such bidder to complete its proposed purchase upon the terms set forth therein, which offer shall be irrevocable until conclusion of closing on the Sale of the Assets to the Successful Bidder, (v) include a copy of a board resolution or similar document demonstrating the authority of the bidder to submit an offer to purchase the Assets on the terms proposed by such bidder and which identifies the individual(s) authorized to act on behalf of the bidder, (vi) be accompanied by a marked-up version of the Form APA reflecting all changes that were made to the Form APA to prepare the Bidder’s APA, and (vii) if the bidder is acting in concert with anyone else in connection with its bid, be accompanied by a copy of any Agreement between the bidder and any third party that relates to bidding on or acquiring any assets of any Debtor, and if no written agreement exists then the bid shall be accompanied by a written explanation of any agreement or understanding between the bidder and any third party with respect to bidding on or acquiring any assets of any Debtor (a “Qualified Bid”). See Bid Procedures Section 2.

Modification of Bidding Procedures by Debtors. “The Debtors reserve the right to modify the Bid Procedures in any manner that will best promote the goals of the Sale.” Bid Procedures Section 9.

Alternative Transaction. If the Successful Bidder fails to consummate the sale, breaches the asset purchase agreement that it executed, or otherwise fails to perform, the Debtors may in their discretion consummate the proposed sale with the Backup Bidder without the need for further Court approval. Bid Procedures Section 8.

3. Compliance with Local Rule 6004-1(a)

16. The following information is provided pursuant to Local Rule 6004-1(a):

General requirements

Copies of the proposed form of Sale agreement (i.e. the Form APA) and the proposed form of Order approving a sale have been filed with the court in connection with this motion, and served on interested parties.

Material Terms of Sale

The material terms of the sale include the following:

A. Property to be sold. Substantially all of the assets of all Debtors (real estate and personal property), excluding certain assets defined as “Excluded Assets.”

B. Date, time, and place of sale. The Debtors propose to conduct an auction on **September 22, 2015** if they receive at least one Qualified Bid

C. Purchase price. The purchase price will be determined by offers/bidding.

D. Conditions to Closing on the Sale. The conditions to Closing are entry of the Sale Order, substantial compliance with representations and warranties, substantial compliance with applicable covenants and agreements, the absence of any injunction prohibiting the consummation of the Closing, and delivery of the purchase price and closing documents at the Closing.

E. Deadline for approval or closing of the sale. Debtors seek to close on the sale not later than **October 15, 2015** which is the deadline for making the reduced payment to the Bank under the terms of the Bank Settlement Agreement.

F. Deposit requirement and forfeiture provisions. Anyone that submits a bid must submit together with the bid a cash deposit equal to 10% of the bid amount. The Form APA provides that the deposit will be forfeited to Debtors if the Purchaser is in breach of any of its representations or is in violation or default of any of its covenants or agreements which would result in a failure of a condition to Closing. See the Form APA at sections 2.6(b) and 11.2(b).

G. Request for tax determination. Debtors request a determination that the sale transaction is exempt from the New Jersey Realty transfer fee and any other applicable transfer taxes.

H. Debtors’ books and records. The Debtors’ corporate and financial books and records are excluded from the Sale. Debtors will retain the books and records.

I. Executory contracts and unexpired leases. The Successful Bidder may designate

executory contracts and unexpired leases that it wishes to assume, and such Bidder is responsible for paying any required cure amounts in connection therewith.

J. Credit bidding. Credit bidding rights under Bankruptcy Code section 363(k) are preserved. No credit bid will be permitted with respect to any liquor license.

K. Broker commission. The broker Equity Partners will be paid its agreed commission pursuant to its retention agreement and this court's July 14, 2015 Order approving the retention of Equity Partners. If the Debtors close on a Sale the agreed commission is equal to 5% of the first \$5,000,000 of Gross Value, 4% of Gross Value between \$5,000,001 and \$10,000,000, and 3% of Gross Value in excess of \$10,000,000.

The descriptions above are qualified by reference to the Form APA, which governs in the event of any inconsistency between the terms thereof and the descriptions set forth above.

E. The Form APA - Compliance with Local Rule 6004-1(b)

17. The terms of the proposed Sale are set forth in the Form APA, which Qualified Bidders may alter pursuant to the Bid Procedures. The agreement executed with the Successful Bidder or Backup Bidder may vary the terms of the Form APA. The following information regarding the Form APA is set forth in compliance with Local Rule 6004-1(b):

- Sale to Insider. The Form APA does not contemplate a sale to an insider.
- Agreements with Management. The Form APA does not provide for any agreement with any member of Debtors' management employees (See Form APA § 8).
- Waiver, Releases, or Satisfaction of any Claim. The Form APA does not provide for any waiver, release, or satisfaction of any claim, but the Bank Settlement Agreement provides that the Bank will accept less than the full amount of its secured claim in these cases provided certain conditions are met, including receipt of payment by October 15, 2015 (which may be extended to November 6, 2015 under certain circumstances). Debtors are filing a separate motion seeking approval of the Bank Settlement Agreement, and authorization to pay the agreed reduced amount to the Bank from the Sale proceeds without further court Order.
- Private Sale/No Competitive Bidding. The Form APA does not contemplate a private sale and provides for a competitive sale process in respect of the Debtors' Assets.
- Interim Agreements with Proposed Buyer. The Form APA does not contemplate

any interim arrangements with Purchaser.

- Use of Proceeds. The Form APA does not contemplate a release of sale proceeds on or after the Closing Date without further Court order, but the Bank Settlement Agreement provides that the Bank will accept less than the full amount of its foreclosure judgment in these cases provided certain conditions are met, including receipt of payment by October 15, 2015 (which may be extended to November 6, 2015 under certain circumstances).
- Sale of Avoidance Actions. The Form APA does not contemplate the sale of Avoidance Actions (Form APA § 2.2(d)).
- Requested Findings as to Successor Liability. The Form APA does not require a ruling with respect to Purchaser's successor liability; it specifies Assumed Liabilities and Excluded Liabilities. (Form APA §§ 2.3, 2.4). Debtors nonetheless request a ruling with respect to Purchaser's successor liability
- Sale Free and Clear of Liens, Claims, Encumbrances and Interests. The Form APA contemplates a Sale of the Assets free and clear of all liens, claims, encumbrances and interests (other than Permitted Encumbrances and any Assumed Liabilities), and Debtors' proposed form of Sale Order so provides. (Form APA § 2.1 and definition of "Encumbrances").
- Relief from Bankruptcy Rule 6004(h). The Form APA does not require Debtors to request a waiver of the stay imposed by Bankruptcy Rule 6004(h) with respect to the Sale. Debtors nonetheless request that waiver.

F. Assumption and Assignment Procedures

18. The Debtors propose to establish the following Assignment Procedures to be employed in connection with the identification and assumption of Assumed Contracts, Assumed Leases and any Intellectual Property Rights:

- a. Not later than **September 3, 2015** the Debtors shall file with the Court a list (the "Cure Schedule") identifying such contracts and leases that may constitute Assumed Contracts, Assumed Leases and Intellectual Property Rights in connection with the Sale and the amounts necessary to cure defaults and/or provide compensation or adequate assurance of compensation for actual pecuniary loss resulting from a default at the time of assumption as determined by the Debtors (such amounts, "Cure Payment Liability"). The Debtors shall serve all counterparties to such contracts and leases with the Assignment Notice, specifically stating that the Debtors are or may be seeking the sale, assumption and assignment of such contracts, leases, or intellectual property and notifying such parties of the deadline for objecting (a "Cure/Assignment Objection") to (i) the

sale/assumption/assignment, and/or (ii) the amount of any Cure Payment Liability related thereto, which deadline shall be **September 21, 2015** at 4:00 p.m. (the “Cure/Assignment Objection Deadline”). If an Assumption Objection is received by the Objection Deadline and the Debtors and/or the Successful Bidder are unable to resolve such objection consensually, the proposed assumption and assignment which is the subject of such Assumption Objection shall be subject to further order of the Court and the Debtors and/or the Successful Bidder shall promptly seek to schedule a hearing to consider such Assumption Objection.

b. In cases in which the Debtors are unable to determine that any amount is past due, the relevant Cure Payment Liability shall be set at \$0.00 in the Assignment Notice.

c. Notwithstanding anything herein to the contrary, the Debtors may, from time to time, modify the Cure Schedule to add or remove a contract or lease counterparty or to modify the proposed Cure Payment Liability with respect to any counterparty. The non-debtor counterparty to any such contract or lease will be provided written notice of any such modification and at least fourteen (14) days advance notice of its deadline to object to such modification, and the Debtors will seek to set any such objection for hearing before the Court as promptly as is reasonably possible.

G. Notice

19. The Debtors respectfully request that the Court approve the form and manner of notice described in the following paragraphs as reasonable, sufficient and in accordance with the Bankruptcy Code and Bankruptcy Rules with respect to providing notice of the relief requested in the Motion, and of the Sale and Auction.

20. Pursuant to Local Bankruptcy Rule 6004-1(c), Debtors are filing with this motion an Information for Notice of Public Sale, for the clerk to issue a notice to interested parties.

21. Within two (2) business days of entry of the Bid Procedures Order, the Debtors will serve a copy of the Bid Procedures Order, together with a separate copy of the Sale Notice attached as Exhibit “2” to the Bid Procedures Order, by e-mail or first class mail on the Service Parties (as defined below). In addition, between the date the Court enters the Bid Procedures Order and the date of the auction sale, Equity Partners will place three additional auction advertisements in both

the Courier Post and the press of Atlantic City. The Debtors submit that the manner, form and scope of the Sale Notice is reasonably calculated to provide all interested parties with timely and appropriate notice of the Sale, the Bid Procedures, the Auction and the Sale Hearing. The Debtors therefore submit that the notice as outlined herein constitutes good and sufficient notice of the relief requested herein.

22. Additionally, to ensure adequate notice and pursuant to the Assignment Procedures, Sellers shall serve all counterparties to all Assumed Contracts, Assumed Leases and any Intellectual Property Rights by regular mail with the Assignment Notice, substantially in the form attached to the Bid Procedures Order as Exhibit "3," specifically stating that Sellers are or may be seeking the sale, assumption and assignment of the Assumed Contracts, Assumed Leases and any Intellectual Property Rights. Furthermore, the Assignment Notice shall provide that the deadline for objecting to assumption and assignment of the Assumed Contracts, Assumed Leases and any Intellectual Property Rights is **September 21, 2015**.

Jurisdiction

23. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

24. By this Motion, the Debtors request entry of the Bid Procedures Order, in the form attached hereto as Exhibit "A":

- (i) authorizing and approving Bid Procedures to be employed in connection with the proposed Sale of the Assets in the form and manner set forth in the Bid Procedures Order;
- (ii) scheduling the Auction and the Sale Hearing;

- (iii) authorizing and approving the Assignment Procedures to be employed in connection with the assumption and assignment of the Assumed Contracts, the Assumed Leases and the Intellectual Property Rights;
- (iv) approving the form and manner of notice of the Bid Procedures, the Auction and the Sale, substantially in the form attached as Exhibit “2” to the Bid Procedures Order; and
- (v) granting related relief.

Additionally, by this Motion, the Debtors request entry of the Sale Order, in the form attached hereto as Exhibit “B”:

- (i) authorizing and approving the Sale of the Assets free and clear of all liens, claims, encumbrances and interests; and
- (ii) granting related relief, including a waiver of the stay imposed by Bankruptcy Rule 6004(h) with respect to the Sale Order.

Basis for Relief – Legal Argument

A. Approval of the Bid Procedures is Warranted

25. The Bid Procedures will allow the Debtors to conduct the Auction in a controlled, fair and open fashion that will encourage participation by financially capable bidders who demonstrate the ability to close a transaction, thereby increasing the likelihood that the Debtors will receive the best possible consideration for the Assets. The Bid Procedures will also allow the Debtors to undertake the Auction process in as expeditious a manner as possible, which the Debtors believe, in the exercise of their business judgment, is essential to maintaining and maximizing the value of their estates. Indeed, other bankruptcy courts in this circuit have routinely approved similar bid procedures. See, e.g., In re Revel AC Inc., Case No. 14-22654 (MBK) (Bankr. D.N.J. July 14, 2014).² Accordingly, approval of the Bid Procedures is warranted.

² See also In re Ashley Stewart Holdings, Inc., Case No. 14-14383 (MBK) (Bankr. D.N.J. Apr. 3, 2014); In re RIH Acquisitions NJ, LLC, Case No. 13-34483 (GMC) (Bankr. D.N.J. Nov. 19, 2013); In re Adamar of New Jersey, Inc., Case No. 09-20711 (WHZ) (Bankr. D.N.J. May 8, 2009); In re Centaur, LLC, Case No. 10-10799 (KJC) (Bankr. D. Del. July 28, 2010); In re RNI Wind Down Corp., Case No. 06-10110 (CSS)

B. Approval of the Assignment Procedures Is Warranted

26. The Debtors propose the adoption of the Assignment Procedures, as set forth in the proposed Bid Procedures Order, that permit the assumption and assignment of the Assumed Contracts, Assumed Leases and any Intellectual Property Rights.

27. Section 365(b)(1) of the Bankruptcy Code sets forth the following requirements that a debtor in possession must satisfy before it may assume an executory contract:

If there has been a default in an executory contract . . . of the debtor, the trustee may not assume such contract . . . unless, at the time of assumption of such contract . . . , the trustee –

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default . . . ;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract . . . , for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1).

28. Further, section 365(f)(2) of the Bankruptcy Code provides that a debtor may assign an executory contract after satisfying the following requirements:

The trustee may assign an executory contract . . . of the debtor only if –

(A) the trustee assumes such contract . . . in accordance with the provisions of this section; and

(B) adequate assurance of future performance by the assignee of such contract . . . is provided, whether or not there has been a default in such contract or lease.

(Bankr. D. Del. Feb. 24, 2006); In re Nobex Corp., Case No. 05-20050 (MFW) (Bankr. D. Del. Jan. 23, 2006); Russell-Stanley Holdings, Inc., Case No. 05-12339 (BLS) (Bankr. D. Del. Sept. 8, 2005); In re Pharm. Formulations Inc., Case No. 05-11910 (MFW) (Bankr. D. Del. Aug. 8, 2005); In re Proxim Corp., Case No. 05-11639 (KG) (Bankr. D. 05-11341 (CSS) (Bankr. D. Del. June 8, 2005).

11 U.S.C. § 365(f)(2); see also In re ANC Rental Corp., Inc., 277 B.R. 226, 238 (Bankr. D. Del. 2002) (“Having met the threshold requirement of a sound business purpose, the Debtors must also cure any existing defaults and provide adequate assurance of future performance of the assigned contracts.”).

29. “The phrase ‘adequate assurance of future performance’ . . . is to be given a practical, pragmatic construction based upon the facts and circumstances of each case Although no single solution will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of performance.” Carlisle Homes, Inc. v. Azzari (In re Carlisle Homes, Inc.), 103 B.R. 524, 538 (Bankr. D.N.J. 1988) (quoting In re Bon Ton Rest. & Pastry Shop, Inc., 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985); see also Cinicola v. Scharffenberger, 248 F.3d 110, 120 n.10 (3d Cir. 2001) (quoting Carlisle); In re Decora Indus., Inc., No. 00-4459 JFF, 2002 WL 32332749, at *8 (D. Del. May 20, 2002).

30. One factor courts consider when determining whether the debtor has provided adequate assurance of future performance is “the willingness and ability of the debtor or its proposed assignee to fund cure payments.” See In re Am. the Beautiful Dreamer, Inc., No. 05-47435, 2006 WL 2038646, at *2 (Bankr. W.D. Wash. May 18, 2006); In re Embers 86th St. Inc., 184 B.R. 892, 902 (Bankr. S.D.N.Y. 1995); see also In re NII Holdings, Inc., 288 B.R. 356, 375-76 (Bankr. D. Del. 2002) (implying in confirmation order that also constituted an order approving assumptions and assignments of executory contracts and unexpired leases that obligation to pay cure amount could be held by a debtor or its assignee). Pursuant to the Assignment Procedures, Purchaser shall assume all obligations Assumed Contracts, and pay all Cure Payment Liabilities, in full and complete satisfaction of section 365(b) of the Bankruptcy Code. The Debtors believe that the Assignment Procedures are fair equitable and serve to ensure the efficient identification

and assumption of the Assumed Contracts, Assumed Leases and any Intellectual Property Rights. The Debtors therefore respectfully request the Court approve the Assignment Procedures.

C. The Proposed Sale is Within the Debtors' Sound Business Judgment and Should Therefore be Approved

31. Approval of the Sale is an appropriate exercise of this Court's powers under section 105(a) of the Bankruptcy Code and its authority to approve non-ordinary course transactions under section 363(b) of the Bankruptcy Code.

32. Section 105(a) provides that the "court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a). Section 105 confers broad powers on bankruptcy courts:

[Section] 105 [is] 'an omnibus provision phrased in such general terms as to be the basis for a broad exercise of power in the administration of a bankruptcy case. The basic purpose of § 105 is to assure the bankruptcy courts power to take whatever action is appropriate or necessary in aid of the exercise of its jurisdiction. . . .'

Davis v. Davis (In re Davis), 170 F.3d 475, 492 (5th Cir. 1999) (citation omitted). The Debtors recognize that section 105(a) of the Bankruptcy Code may be used only to carry out the provisions of the Bankruptcy Code. See In re Marcus Hook Dev. Park, Inc., 943 F.2d 261, 266 (3d Cir. 1991). One primary goal of chapter 11 cases is to maximize the value of the estate to the greatest extent possible. The relief requested by the Debtors' is therefore consistent with the "furtherance of the provisions of the Bankruptcy Code." Id.; see also In re Southmark Corp., 113 B.R. 280, 281 (Bankr. N.D. Tex. 1990) (stating that "the court may use [section] 105(a) to fashion orders that are necessary or appropriate to further a substantive provision of the [Bankruptcy Code]").

33. Section 363(b)(1) of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1); In re Abbotts Dairies of Pa., Inc., 788 F.2d 143, 147 (3d Cir. 1986).

34. A sale of a debtor's assets should be authorized pursuant to section 363 of the Bankruptcy Code if a sound business justification exists for such a sale. See, e.g., Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.), 242 B.R. 147, 153 (D. Del. 1999); In re Del. & Hudson Ry. Co., 124 B.R. 169, 175-76 (D. Del. 1991) (noting that the "sound business purpose" test set forth in Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1071 (2d Cir. 1983) is one of two tests for supporting a section 363 sale but declining to decide which is the Third Circuit's official test); see also In re Trans World Airlines, Inc., No. 01-00056 (PJW), 2001 WL 1820326, at *13 (Bankr. D. Del. Apr. 2, 2001).

35. In determining whether a sound business justification exists, the Court may consider the following factors: (i) whether fair and reasonable consideration is provided; whether the purchaser has acted in good faith; and (iii) whether adequate and reasonable notice of the sale was given to interested parties. See Del. & Hudson Ry., 124 B.R. at 176. As set forth below, these factors are satisfied with respect to the Sale.

1. A Sound Business Justification Exists for the Sale of the Assets

36. The Debtors respectfully submit that a sound business purpose exists to justify the Sale. A sound business purpose for the sale of a debtor's assets outside the ordinary course of business may be found where such a sale is necessary to preserve the value of the assets for the debtor's estate, its creditors or interest holders. See, e.g., In re Lionel Corp., 722 F.2d 1063. In fact, the paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate. See Four B. Corp. v. Food Barn Stores, Inc. (In re Food Barn Stores, Inc.), 107 F.3d 558, 564-65 (8th Cir. 1997) (stating that in bankruptcy sales, "a primary objective of the Code [is] to enhance the value of the estate at hand"); Official Comm. of Subordinated

Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.), 147 B.R. 650, 659 (S.D.N.Y. 1992) (“It is a well-established principle of bankruptcy law that the . . . [debtors’] duty with respect to such sales is to obtain the highest price or greatest overall benefit possible for the estate.”) (quoting Cello Bag Co. v. Champion Int’l Corp. (In re Atlanta Packaging Prods., Inc.), 99 B.R. 124, 130 (Bankr. N.D. Ga. 1988)).

37. There is more than adequate business justification to sell the Assets to a Qualified Bidder. Based upon an analysis of the Debtors’ ongoing and future business prospects, the Debtors’ management and their advisors believe that the Sale of the Assets pursuant to the terms and conditions set forth in the Form APA is in the best interests of the estates. Under these circumstances, sound business reasons exist that justify the sale of the Assets outside of the ordinary course of business.

2. The Proposed Consideration Offered Will Be Fair and Reasonable

38. The Debtors are conducting a competitive bidding and auction process to ensure the Debtors will receive the highest and/or otherwise best value for the Assets. Consequently, the fairness and reasonableness of the consideration to be received by the Debtors will ultimately be demonstrated by a “market check” through the Auction, which the Debtors believe is the best means for establishing whether a fair and reasonable price is being paid for the Assets.

3. The Form APA Will Be Negotiated in Good Faith

39. Section 363(m) of the Bankruptcy Code provides that “[t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith” 11 U.S.C. § 363(m).

40. While the Bankruptcy Code does not define “good faith,” the Third Circuit

has stated that:

The requirement that a purchaser act in good faith . . . speaks to the integrity of his conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a purchaser's good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.

In re Abbotts Dairies of Pa., Inc., 788 F.2d at 147 (quoting In re Rock Indus. Mach. Corp., 572 F.2d 1195, 1198 (7th Cir. 1978)).

41. At the Sale Hearing, the Debtors will fully disclose and request the Court's approval of all the terms and conditions of the form of Asset Purchase Agreement ultimately reached with the Successful Bidder. The Debtors will be prepared to introduce evidence at the Sale Hearing regarding the conduct of the Auction and the negotiations with the potential bidders and any modifications to the Form APA. The Debtors intend to present evidence to show that the highest and best Qualified Bidder is entitled to a good faith finding under section 363(m) of the Bankruptcy Code. Accordingly, the Debtors request that the Court find that the highest and best Qualified Bidder chosen by the Debtors is a "good faith" buyer under section 363(m) of the Bankruptcy Code.

D. The Assets May be Sold Free and Clear of Third Party Interests Pursuant to Bankruptcy Code Section 363(f)

42. Bankruptcy Code section 363(f) authorizes a debtor to sell property of the estate under Code section 363(b) free and clear of liens and other interests in such property, if the debtor can satisfy one of the five standards set forth in section 363(f). Bankruptcy Code section 363(f) provides as follows:

(f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;

(2) such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

Debtors submit that they satisfy one or more of the standards set forth above with respect to sale of the assets free and clear of any interests asserted therein by any third parties. With respect to any liens on the Assets, at the Sale Hearing the Debtors will seek approval of a Sale only if the proposed purchase price is greater than the aggregate value of all liens on the assets (as well as additional amounts necessary for these cases to proceed).

E. The Purchaser Should be Absolved of any Successor Liability

43. As a general rule, an asset purchaser is not liable for claims against its seller unless: (1) the buyer expressly assumes those liabilities; (2) the transaction constitutes a merger or consolidation; (3) the buyer is a mere extension of the seller; or (4) the transaction amounts to a fraudulent or collusive attempt to avoid the seller's liabilities. Conway v. White Trucks, 885 F.2d 90, 93 (3d Cir.1989); see also; Ninth Avenue Remedial Group v. Allis-Chalmers Corp., 195 B.R. 716, 722 (N.D. Ind. 1996) (and cases cited therein). "These four exceptions describe corporate reorganizations that ultimately leave the real ownership unchanged." Id. at 722.

44. Where there is no indication that the sale of assets fits under any of the four exceptions outlined above, the "well established rule that sales within a bankruptcy proceeding occur free and clear of any interest" applies to protect good faith purchasers who expect to receive clean title unencumbered by any liens, claims or interests against the property and "any claims

against the property attach to the proceeds." Lady H Coal Company, Inc., *supra*, 199 B.R. at 605. At the Sale Hearing the Debtors will introduce evidence that the proposed Sale does not fall within any of the four exceptions that impose successor liability on a purchaser of assets.

F. The Sale is Exempt from New Jersey Transfer Taxes

45. In connection with the sale of real estate in New Jersey, the State imposes realty transfer taxes upon grantors under N.J.S.A. 46:15-7 and 7.1 (the "Realty Transfer Taxes"), and taxes upon grantees of residential real estate under N.J.S.A. 46:15-7.2 (the "Mansion Taxes" and, together with the Realty Transfer Taxes and any other sale and transfer taxes under New Jersey law, the "New Jersey Transfer Taxes"). However, the Sale in these cases should be declared exempt from all New Jersey Transfer Taxes, pursuant to certain exceptions under New Jersey law.

46. Specifically, New Jersey law provides that sales by a bankruptcy trustee are exempt from New Jersey Transfer Taxes. N.J.S.A. 46-15-10(g) provides that "the fee imposed by this act shall not apply to a deed by a receiver, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors." See N.J.S.A. 46-15-10(g) (emphasis added). The Bankruptcy Code provides that a debtor in possession has the same rights and powers as a trustee, and thus, is effectively a trustee. See 11 U.S.C § 1107(a) ("a debtor in possession shall have all of the rights . . . and powers, and shall perform all of the functions and duties . . . of a trustee serving in a case under this title.") (emphasis added). As such, the Sale by the Debtors, as debtors in possession in these Chapter 11 cases, is in effect a sale by trustees which is exempt from the New Jersey Transfer Taxes under New Jersey law.

47. Accordingly, the Debtors request that the Court determine that the Sale shall be exempt from any New Jersey Transfer Taxes.

G. Adequate Notice of the Sale is Being Provided

48. Bankruptcy Rule 6004(f)(1) provides that sales of property outside the ordinary course of business may be by private sale or by public auction. Bankruptcy Rule 2002(a)(2) requires that “the debtor, the trustee, all creditors, and indenture trustees” shall be given at least twenty-one days’ notice of any proposed sale of a debtor’s assets other than in the ordinary course of business. See Fed. R. Bankr. P. 2002(a)(2). Subject to Bankruptcy Rule 6004, the notice of a proposed use, sale or lease of property required under Bankruptcy Rule 2002(a)(2) must include the time and place of any public sale, the terms and conditions of any private sale and the time fixed for filing objections. See Fed. R. Bankr. P. 2002(c)(1). The notice of a proposed sale of property is sufficient if it generally describes the property. Id.

49. As stated above, this Motion is being served upon all Service Parties. Furthermore, within two (2) business days after entry of the Bid Procedures Order, the Debtors will serve upon the Service Parties a copy of the Bid Procedures Order, together with a separate copy of the Sale Notice. In addition, Equity Partners will submit for publication three additional auction advertisements to both the Courier Post and the Press of Atlantic City.

50. The Debtors submit that such notices and procedures set forth herein and in the Bid Procedures Order constitute sufficient notice and satisfy the notice requirements of Bankruptcy Rules 2002 and 6004, and Bankruptcy Code section 363(b), such that no other notice is required. Accordingly, the Debtors respectfully submit that this Court should approve the form of the Sale Notice, and find that the notice described herein constitutes good and sufficient notice of the relief requested in the Motion and of the proposed Sale.

H. The Court Need Not Appoint a Consumer Privacy Ombudsman in These Cases

51. Bankruptcy Code section 363(b)(1) provides that the trustee may sell property of

the estate, "except that if the debtor in connection with offering a product or a service discloses to an individual a policy prohibiting the transfer of personally identifiable information about individuals to persons that are not affiliated with the debtor, and if such policy is in effect on the date of the commencement of the case, then the trustee may not sell or lease personally identifiable information to any person" unless certain specified conditions are satisfied, including the appointment of a consumer privacy ombudsman. In the instant cases it is not necessary to appoint an ombudsman or to satisfy any of the other specified conditions, because none of the Debtors has ever adopted, or advised their customers of, a privacy policy that prohibits the transfer of personally identifiable information of the Debtors' customers; the sale of that information is therefore not inconsistent with any privacy policy of any of the Debtors. See the Certification of Keith Roy submitted in support of this Motion, at paragraph 3.

I. The Court Should Modify the Advertising Requirement of Local Rule 6004-3(a)

52. Local Rule 6004-3(a) provides as follows: "Any advertisement regarding a public auction of property under section 363 of the Code must specify all terms and conditions of the auction." In the instant cases, the Bid Procedures constitute the "terms and conditions of the auction." Due to the length and complexity of the Bid Procedures, and the cost to publish them, the Debtors respectfully submit that it is impractical and cost prohibitive to publish the Bid Procedures other than on the website of the broker Equity Partners, and that publication thereof would not materially advance the goals of the Sale. See the Certification of Hank Waida submitted in support of this Motion, at paragraph 8.

J. The Court Should Modify the Advertising Requirement of Local Rule 6004-2(c)(3) to the Extent Necessary

53. Local Rule 6004-2(c)(3) Requires that a proposed order approving bidding and auction procedures must provide that the auction will be conducted openly, and that all parties in

interest will be permitted to attend. The rule does not define parties in interest. Paragraph nine of Debtors' proposed Bid Procedures Order provides in part as follows:

Each Qualified Bidder shall be invited to attend the Auction. The auction will not be open to the general public. Attendance at the auction is limited to representatives of the broker Equity Partners HG LLC, representatives of the Debtors, Qualified Bidders and their advisors, a representative of the office of the United States Trustee, and creditors and their representatives. Attendance at the auction must be in person. In the event of a dispute regarding the right of any person to attend the auction, Debtors' attorneys shall attempt to schedule a telephone conference call with the Court, to resolve the dispute before the Auction is held.

Debtors request that the court modify the requirements of Local Rule 6004-2(c)(3) to the extent that this provision of the proposed Order is inconsistent with the requirements of that Rule.

Waiver of Stay

54. If the court grants this Motion, the Debtors request a waiver of any stay of the effectiveness of the order granting this Motion. Bankruptcy Rule 6004(h) provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h) (emphasis added). Similarly, Bankruptcy Rule 6006(d) stays an order authorizing the assignment of executory contracts as follows: “An order authorizing the trustee to assign an executory contract or unexpired lease under § 365(f) is stayed until the expiration of 14 days after the entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6006(d) (emphasis added). As set forth above, the relief requested herein is critically important to the Debtors' estates. The Debtors therefore submit that cause exists to justify a waiver of the fourteen-day stay imposed by Bankruptcy Rules 6004(h) and 6006(d).

No Separate Memorandum of Law Required

55. No separate Memorandum of Law is being filed in support of this Motion, because

the legal principles involved are not novel or in dispute and are adequately set forth herein. See Local Rule 9013-1(a)(3).

Reservation of Rights

56. Debtors reserve the right to seek approval and authorization to consummate the Sale in any manner that will best promote the goals of the Sale. Debtors also reserve the right to alternatively seek this Court's approval of a refinancing or equity infusion transaction (or some combination thereof) rather than a sale.

Notice

57. The Debtors are serving this Motion and all exhibits and declarations attached hereto by email, facsimile or next business day delivery on: (a) The 20 largest unsecured creditors in each case; (b) non-Debtor parties to any active UCC financing statements on file against any of the Debtors; (c) non-Debtor parties who hold (or claim to hold) a mortgage, tax lien, or judgment lien against any of the debtors' assets; (d) all parties requesting notices pursuant to Bankruptcy Rule 2002; (e) the Internal Revenue Service; (f) the New Jersey Division of Taxation; (g) the New Jersey Department of Labor and Workforce Development – Division of Employer Accounts; (h) the Office of the United States Trustee; and (i) each entity identified by Equity Partners as potentially interested in a transaction with the Debtors (collectively the "Service Parties").

58. No previous motion for the relief sought herein has been made to this or any other court.

WHEREFORE, the Debtors respectfully request entry of an order (i) granting the relief requested herein and (ii) granting the Debtors such other and further relief as the Court deems just and proper.

Subranni Zauber, LLC
Attorneys for Debtors

By: /s/ John P. Leon
John P. Leon

August 11, 2015

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

John P. Leon (JL4638) Subranni Zauber LLC 750 Route 73 South – Suite 307B Marlton, NJ 08053 (609) 347-7000; FAX (609) 345-4545 Attorneys for Debtors	
In Re: RENAULT WINERY, INC. <i>et. al.</i> ¹ Debtor	Case No.: 14-33075-ABA Judge: Andrew B. Altenburg, Jr. Chapter 11 Jointly Administered

**Order (A) Authorizing and Approving Bid Procedures to
Be Employed in Connection With the Proposed Sale of the Assets
of the Debtors, (B) Scheduling an Auction and Sale Hearing, Authorizing
and Approving Assignment Procedures, Approving the Manner and Form of
Notice of the Auction and Assignment Procedures and (E) Granting Related Relief**

The relief set forth on the following pages two (2) through eight (8) is hereby

ORDERED.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Renault Realty Co., LLC, (9787), Renault Golf, LLC (0618), Renault Winery Properties, LLC (7686), Tuscany House, LLC (6179), and Renault Winery, Inc. (7686). The mailing address for each of the Debtors is 72 North Bremen Ave., Egg Harbor City, NJ 08215.

The court has considered the motion (the “Motion”)² of Renault Winery, Inc. (“Renault”) and its jointly administered debtors (collectively, the “Debtors” or “Sellers”) for entry of: an order pursuant to sections 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”), Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 6004-1, 6004-2, and 6004-3 of the District of New Jersey Local Bankruptcy Rules (the “Local Rules”) (a) authorizing and approving bid procedures (the “Bid Procedures”) to be employed in connection with the proposed sale and transfer (the “Sale”) of the assets (the “Assets”) of Sellers in the form attached hereto as Exhibit “4,” including the proposed initial form of Asset Purchase Agreement substantially in the form attached to this Bid Procedures Order as Exhibit “1” (the “Form APA”), (b) scheduling an auction (the “Auction”) and a hearing (the “Sale Hearing”) to consider approval of the Sale, (c) authorizing and approving procedures (the “Assignment Procedures”) to be employed in connection with the assumption and assignment of certain contracts (the “Assumed Contracts”), leases (the “Assumed Leases”) and any intellectual property (the “Intellectual Property Rights”) of the Debtors, (d) approving the form and manner of notice of the Sale auction (the “Auction”), the Sale Hearing and the Assignment Procedures, substantially in the form attached to this Bid Procedures Order as Exhibit “2” (the “Sale Notice”), and Exhibit “3” (the “Assignment Notice”), and (e) granting related relief. It appears that (i) the Court has jurisdiction over this matter; (ii) that due notice of the Motion as set forth therein is sufficient under the circumstances and that no other notice need be provided; (iii) that the relief requested in the Motion is in the best interests of the Debtors and their estates and creditors, and (iv) sufficient cause appears for entry of this Order.

²² Capitalized terms that are used but not defined herein shall have the meaning given to them in the Motion.

NOW, THEREFORE, THE COURT HEREBY FINDS THAT:

A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this District and before the Court pursuant to 28 U.S.C. §§ 1408 and 1409. Notice of the Motion has been given as set forth therein, which notice is timely and sufficient under the circumstances.

C. The Bid Procedures are reasonably designed to maximize the value to be achieved for the Purchased Assets.

D. The Bid Procedures constitute a reasonable and sufficient means to provide potential bidders with an opportunity to submit and pursue offers for the Assets.

E. The Sale Notice is reasonably calculated to provide parties in interest with proper notice of the potential sale of the Assets, the related Bid Procedures, and the Sale Hearing.

F. The Assignment Notice is reasonably calculated to provide all counterparties to the Assumed Contracts, Assumed Leases and any Intellectual Property Rights with proper notice of the potential assumption and assignment of their executory contracts or unexpired leases and Cure Payment Liabilities (as defined below) relating thereto and the Assignment Procedures.

G. The Sale advertising described in the Motion is reasonably calculated to provide all potential claimants and parties not otherwise required to be served with a copy of the Sale Notice pursuant to this Order with proper notice of the potential sale of the Assets, the related Bid Procedures, the Auction, and the Sale Hearing.

H. The Motion and this Order comply with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules (except those Rules that are modified by this Order as set forth below). Debtors provided adequate notice to parties in

interest of their intention to seek the relief granted herein.

I. The Debtors have articulated good and sufficient reasons for this Court to grant the Motion.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The Motion is GRANTED as set forth herein.

2. Any and all objections to the Motion that have not been withdrawn are overruled.

3. The Bid Procedures set forth on Exhibit 4 to this Order are incorporated herein, and shall govern the bidding and the Auction with respect to the Sale of the Assets. The Form APA attached hereto as Exhibit "1" is also approved.

4. Pursuant to Local 1001-1(b), the Court hereby waives the requirement of Local Rule 6004(3)(a) that any advertisement regarding a public auction of property under Bankruptcy Code section 363 must specify all terms and conditions of the auction.

5. The form of Sale Notice is hereby approved. Within two (2) business days after entry of this Order, the Debtors shall serve the Sale Notice and a copy of this Order upon the Service Parties by first class mail. In addition, (a) between the date of this order and the Auction date the Debtors shall advertise the Auction sale three times in the Courier-Post, and three times in the Press of Atlantic City, and (b) Equity Partners HG LLC shall post the Bid Procedures and the Form APA (or a link to the Bid Procedures and Form APA) on its Internet website. If the scheduled date of the Auction changes, Debtors shall promptly notify the Service Parties by a written notice send by e-mail or regular mail; if there is not sufficient time to provide notice of the change, Debtors shall announce the change at the place and time for which the Auction is scheduled.

6. Notice as set forth in the preceding paragraph, together with (i) service of notice

of the Motion as set forth in the Debtors' filed Certification of Service, (ii) notice of the proposed sale issued by the Bankruptcy Court Clerk pursuant to Bankruptcy Rule 2002(a)(2), constitutes good and sufficient notice of the Motion, the Auction and the Sale Hearing; no other notice thereof is required.

7. The auction will not be open to the general public. Attendance at the auction is limited to representatives of the broker Equity Partners HG LLC, representatives of the Debtors, Qualified Bidders and their advisors, a representative of the office of the United States Trustee, creditors and their representatives, and equity holders and their representatives. The requirements of Local Rule 6004-2(c)(3) are hereby modified to the extent that the foregoing provision is inconsistent with the requirements of that Rule. In the event of a dispute regarding the right of any person to attend the auction, Debtors' attorneys shall attempt to schedule a telephone conference call with the Court, to resolve the dispute before the Auction is held.

8. Prior to commencement of bidding at the Auction, and as a condition of bidding, each participating bidder will be required to confirm that it has not engaged in any bad faith or collusion with respect to the bidding or the Sale.

9. Bidding at the auction will be documented, recorded, or videotaped.

10. The Debtors are authorized and empowered to take such steps, incur and pay such costs and expenses and do such things as may be reasonably necessary to fulfill the notice requirements established by this Bid Procedures Order.

11. The following Assignment Procedures shall govern the assumption and assignment of the Assumed Contracts, Assumed Leases and the Intellectual Property Rights in connection with the Sale of the Purchased Assets to the Successful Bidder:

a. Not later than **September 3, 2015** the Debtors shall file with the Court a list (the "Cure Schedule") identifying such contracts and leases that may

constitute Assumed Contracts, Assumed Leases and Intellectual Property Rights in connection with the Sale and the amounts necessary to cure defaults and/or provide compensation or adequate assurance of compensation for actual pecuniary loss resulting from a default at the time of assumption as determined by the Debtors (such amounts, "Cure Payment Liability"). The Debtors shall serve all counterparties to such contracts and leases with the Assignment Notice, specifically stating that the Debtors are or may be seeking the sale, assumption and assignment of such contracts, leases, or intellectual property and notifying such parties of the deadline for objecting (a "Cure/Assignment Objection") to (i) the sale/assumption/assignment, and/or (ii) the amount of any Cure Payment Liability related thereto, which deadline shall be **September 21, 2015** at 4:00 p.m. (the "Cure/Assignment Objection Deadline"); the Court will hear any unresolved Cure Objections at the Sale Hearing.

b. In cases in which the Debtors are unable to determine that any amount is past due, the relevant Cure Payment Liability shall be set at \$0.00 in the Assignment Notice.

c. Notwithstanding anything herein to the contrary, the Debtors may, from time to time, modify the Cure Schedule to add or remove a contract or lease counterparty or to modify the proposed Cure Payment Liability with respect to any counterparty. The non-debtor counterparty to any such contract or lease will be provided written notice of any such modification and at least fourteen (14) days advance notice of its deadline to object to such modification, and the Debtors will seek to set any such objection for hearing before the Court as promptly as is reasonably possible.

12. The form of notice of the Assignment Notice is hereby approved in all respects.

13. The notice provided for in the Assignment Procedures of (a) the Assumed Contracts, Assumed Leases, and Intellectual Property Rights, and the amounts necessary to cure defaults thereunder as determined by the Debtors, and (b) the deadline for objecting to the proposed Assignments and/or Cure Payment Liabilities amounts, constitutes sufficient notice and no additional notice need be provided.

14. The Sale Hearing shall be held on **September 23, 2015** at 10:00 a.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, before the Honorable Andrew B. Altenburg, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of New Jersey, 400 Cooper Street, Fourth Floor, Camden, New Jersey 08101. The

Debtors will seek entry of the Sale Order at the Sale Hearing. The Sale Hearing may be adjourned from time to time without further notice other than an announcement by the Debtors in Court on the date scheduled for the Sale Hearing.

15. This Bid Procedures Order shall constitute findings of fact and conclusions of law and shall be effective and enforceable immediately upon its entry, notwithstanding Bankruptcy Rule 6004(h) or any other Bankruptcy Rule that would stay the effectiveness of this Order.

16. OBJECTIONS TO ENTRY OF THE SALE ORDER (OTHER THAN THE PROPOSED ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS, LEASES AND INTELLECTUAL PROPERTY OR TO ANY PROPOSED CURE PAYMENT LIABILITY AMOUNTS IN CONNECTION THEREWITH), INCLUDING THE DEBTORS' REQUEST TO APPROVE THE SALE OF THE ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS TO PURCHASER (AS DEFINED IN THE AGREEMENT) OR ANOTHER SUCCESSFUL BIDDER (EACH, AN "OBJECTION"), MUST BE MADE IN WRITING, FILED AND SERVED SO AS TO BE ACTUALLY RECEIVED BY 5:00 P.M. (PREVAILING EASTERN TIME) ON **SEPTEMBER 15, 2015** (THE "OBJECTION DEADLINE"). ANY OBJECTION MUST BE SERVED ON EACH OF THE FOLLOWING PARTIES: (a) counsel to the Debtors, Subranni Zauber LLC at Willow Ridge Executive Office Park, 750 Route 73 South – Suite 307-B, Marlton, NJ 08053, (Attn. John P. Leon, Esq.), and (b) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102 (Attn: Jeffrey Sponder, Esq.).

17. The failure of any person or entity to file an objection on or before the Objection Deadline shall be deemed a consent to the Sale of the Assets to the Successful Bidder and the

other relief requested in the Sale Motion and be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Bid Procedures, the Sale Motion, the Auction, the sale of the Assets, Sellers' consummation and performance of the Agreement with the Successful Bidder (including in any such case, without limitation, the transfer of the Assets free and clear of all liens, claims, encumbrances and interests). Provided, however, that notwithstanding the foregoing, at the Sale Hearing the Court shall entertain oral objections only with respect to (a) the conduct of the Auction, (b) the form or amount of consideration to be paid for the Debtors' Assets, (c) the Purchaser's good faith, and (e) any other matter to which any party in interest objects and which could not have been raised or asserted prior to the Auction being held.

18. The Court shall retain exclusive jurisdiction over any matter or dispute arising from or relating to the implementation of this Bid Procedures Order.

19. To the extent that the terms of this Order differ from the form of Order proposed by the Debtors when the Motion was filed, the requirements of Local Rule 9013-4(d) are hereby waived.

ASSET PURCHASE AGREEMENT
Dated as of _____, 2015 by and among

**Renault Winery, Inc., Tuscany House LLC, Renault Golf, LLC, Renault Winery
Properties, LLC, and Renault Realty Co., LLC**
AS SELLERS

AND

AS PURCHASER

EXHIBITS:

- Exhibit A Form of Assignment and Assumption Agreement
- Exhibit B Form of Bill of Sale
- Exhibit C List of Proposed Assumed Contracts
- Exhibit D Form of Sale Order

SECTION 1 DEFINITIONS	1
SECTION 2 PURCHASE, SALE AND ASSIGNMENT OF PURCHASED ASSETS	7
2.1. Sale of Assets.....	7
2.2. Excluded Assets.....	8
2.3. Assumed Liabilities.....	9
2.4. Excluded Liabilities.....	10
2.5. Purchase Price.....	10
2.6. Purchaser Deposit.....	10
2.7. Allocation of Purchase Price.....	11
2.8. Excluded Assets and Liabilities.....	11
2.9. Risk of Loss.....	11
SECTION 3 REPRESENTATIONS AND WARRANTIES OF SELLERS	11
3.1. Organization and Good Standing.....	11
3.2. Title to Assets.....	11
3.3. Broker.....	11
3.4. Disclaimer of Other Representations and Warranties.....	11
SECTION 4 REPRESENTATIONS AND WARRANTIES OF PURCHASER	12
4.1. Organization and Good Standing.....	12
4.2. Authorization.....	12
4.3. No Conflicts.....	12
4.4. Consents and Approvals.....	12
4.5. Sufficient Funds.....	12
4.6. "AS IS" TRANSACTION.....	13
4.7. Disclaimer of Other Representations and Warranties.....	13
SECTION 5 CERTAIN COVENANTS OF SELLERS	13
5.1. Provision of Records.....	13
5.2. Receipt of Property Relating to Assets.....	13
5.3. Conduct of Business Pending the Closing.....	13
5.4. Access to Information.....	14
5.5. Communication with Parties to Contracts.....	14
5.6. Bankruptcy Action.....	14
5.7. Appeal of Sale Order.....	14
5.8. Sale to Third Party.....	14

5.9.	Transfer of Permits.....	15
5.10.	Release of Encumbrances	15
5.11.	Assignability of Certain Contracts	15
5.12.	Rejected Contracts	15
5.13.	Further Assurances	15
SECTION 6 CERTAIN COVENANTS OF PURCHASER		15
6.1.	Performance with Respect to the Assets	15
6.2.	Cure Amounts.....	15
6.3.	Receipt of Property Relating to the Assets	15
6.4.	Further Assurances.....	16
SECTION 7 CERTAIN MUTUAL COVENANTS		16
7.1.	Cooperation.....	16
7.2.	Filings and Approvals	17
7.3.	Public Statements	17
7.4.	Notification of Certain Matters	17
SECTION 8 EMPLOYEES		18
SECTION 9 CONDITIONS TO SELLERS' OBLIGATIONS		18
9.1.	Entry of the Sale Order	18
9.2.	Representations and Warranties.....	18
9.3.	Compliance with Agreements	18
9.4.	No Injunctions.....	18
9.5.	Purchaser's Closing Deliveries and Obligations.....	18
SECTION 10 CONDITIONS TO PURCHASER'S OBLIGATIONS.....		18
10.1.	Entry of the Sale Order	18
10.2.	Representations and Warranties.....	19
10.3.	Compliance with Covenants and Agreements.....	19
10.4.	No Injunctions.....	19
10.5.	Sellers' Closing Deliveries and Obligations	19
SECTION 11 CLOSING; TERMINATION.....		19
11.1.	The Closing.....	19
11.2.	Termination	20
11.3.	Effects of Termination	21

11.4. Frustration of Closing Conditions.....	21
SECTION 12 TAXES	22
12.1. Taxes Related to Purchase of Assets	22
12.2. Cooperation.....	22
SECTION 13 EXPENSES, ATTORNEYS' FEES AND BROKERS' FEES	22
SECTION 14 MISCELLANEOUS	22
14.1. Sale of Assets Subject to Bankruptcy Court Approval.....	22
14.2. Survival of Representations and Warranties and Covenants	22
14.3. Entirety of Agreement; Amendments and Waivers.....	23
14.4. Assignment	23
14.5. Successors and Assigns; No Third Party Beneficiaries	23
14.6. Governing Law; Jurisdiction.....	23
14.7. Gender and Number	23
14.8. Headings	24
14.9. Construction	24
14.10. Severability	24
14.11. Notices	24
14.12. Counterparts; Facsimile Copies	25
14.13. Specific Performance	25

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made as of this ___ day of _____, 2015 by and among _____, a _____ as purchaser ("Purchaser"), and Renault Winery, Inc., Tuscany House LLC, Renault Golf, LLC, Renault Winery Properties, LLC, and Renault Realty, LLC, as sellers (each individually a "Seller," collectively "Sellers," and, together with Purchaser, the "Parties").

WITNESSETH:

A. On November 13, 2014 Sellers filed voluntary Petitions for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court;

B. Sellers will continue, prior to the Closing (as defined below), in the possession of their respective assets and in the management of their respective businesses pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

C. Purchaser desires to purchase the Assets (defined below) from Sellers, and Sellers desire to sell the Assets to Purchaser subject to and in accordance with the terms of this Agreement, and in accordance with and subject to the Bid Procedures, the Bid Procedures Order and the Sale Order (each as defined below), pursuant to Sections 105, 363 and 365 of the Bankruptcy Code;

D. The purchase by Purchaser of the Assets and the assumption by Purchaser of the Assumed Liabilities are being made at arm's length, in good faith and without intent to hinder, delay or defraud creditors of Sellers.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, promises and agreements contained herein, the Parties agree as follows:

SECTION 1 **DEFINITIONS**

Whenever used in this Agreement, the following words and phrases shall have the respective meanings ascribed to them as follows.

"Accounts Receivable" means all accounts receivable of Sellers and other rights to payment (whether current or noncurrent) outstanding as of the Closing Date, including in respect of goods shipped, products sold, licenses granted, services rendered or otherwise associated with the businesses of Sellers, and all claims, remedies and/or causes of action related to the foregoing.

"Action" means any demand, claim, action, suit, proceeding, arbitral action or criminal prosecution by or before any Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly

controls, is controlled by or is under common control with such Person. For purposes of this definition “control” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” means this agreement.

“Alternative Transaction” has the meaning set forth in Section 5.7.

“Ancillary Agreements” means, together, the Assignment and Assumption Agreement, and the Bill of Sale.

“Assets” means all of Sellers’ tangible and intangible assets and properties of every kind and description existing as of the date hereof (real and personal property) including, without limitation those Assets set forth in Section 2.1 (including any executory contracts and leases that Purchaser elects to assume), except that the Assets do not include any personal property of any Seller that is used or consumed in the Ordinary Course of Business of Sellers during the Pre-Closing Period. Notwithstanding the foregoing, the Assets do not include the Excluded Assets. With respect to any property leased by or licensed to any Seller, the Term “Assets” shall include only the Seller’s leasehold interest or license rights, and shall not include any ownership interest in the property that is leased or licensed.

“Assignment and Assumption Agreement” means that certain assignment and assumption agreement to be entered into at Closing, substantially in the form attached hereto as **Exhibit A**.

“Assignment Motion” has the meaning set forth in Section 2.1.

“Assumed Contracts” means the Proposed Assumed Contracts that the Bankruptcy Court has approved to be assumed by the Sellers and assigned to Purchaser.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Avoidance Actions” means all causes of action arising under Chapter 5 of the Bankruptcy Code.

“Bankruptcy Cases” means Sellers’ cases under Chapter 11 of the Bankruptcy Code commenced by the filing of the Petitions in the Bankruptcy Court. et seq.

“Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. “Bankruptcy Court” means the United States Bankruptcy Court for the District of New Jersey.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

“Bid Procedures” means bid procedures approved by the Bankruptcy Court pursuant to the Bid Procedures Order.

“Bid Procedures Order” means the order of the Bankruptcy Court entered on _____ approving bid procedures to govern the sale of the Assets and assumption of the Assumed Liabilities, including any subsequent modifications thereof by the Bankruptcy Court.

“Bill of Sale” means that certain bill of sale to be executed by the Parties at Closing with respect to the Assets, substantially in the form attached hereto as **Exhibit B**.

“Businesses” means the businesses conducted by the Sellers, which include a hotel, restaurant, winery, banquet facility, and a golf course.

“Business Day” means a day other than a Saturday, Sunday or any other day on which commercial banks located in New York, N.Y are required or authorized to be closed for business.

“Claim” means any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, known or unknown.

“Closing” has the meaning set forth in Section 11.1.

“Closing Date” has the meaning set forth in Section 11.1.

“Contracts” means all commitments, contracts, leases, licenses, agreements and understandings, written or oral, relating to the Assets or the operation of the Business to which any Seller is a party or by which any Seller or any of the Assets are bound.

“Cure Amounts” means all amounts payable in connection with the cure of monetary defaults under any of the Assumed Contracts to the extent required by Section 365(b) of the Bankruptcy Code.

“Documents” has the meaning set forth in Section 2.1(f).

“Employee” means any employee of Sellers immediately prior to the Closing.

“Encumbrances” means, with respect to any and all of the Assets, any mortgage, pledge, security interest, lien, charge, lease, claim, encumbrance, option, right of first refusal, and Debtors’ ownership interest.

“Environmental Laws” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq.; the Safe Drinking Water

Act, 42 U.S.C. §§ 300f through 300j, and all similar Laws (including implementing regulations) or Orders of any Governmental Authority having jurisdiction over the Assets in question, addressing pollution or protection of the environment or human health and safety (to the extent related to the exposure to Hazardous Materials).

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Governmental Authority” means any United States federal, state or local government or any foreign government, or political subdivision thereof, or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body.

“Hazardous Materials” means (a) any petrochemical or petroleum products, radioactive materials, asbestos, polychlorinated biphenyls, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “contaminants” or “pollutants” or words of similar meaning and regulatory effect, which is prohibited, limited, or regulated by any applicable Environmental Law.

“Inventory” means all inventory (including finished goods, supplies, work in progress, spare, replacement and component parts) to the extent used in connection with the Businesses, maintained or held by, stored by or on behalf of, or in transit to, any of Sellers and to which Sellers have title.

“Law” means any federal, state, local or foreign statute, law, code, ordinance, Order, rule, regulation, common law requirement, policy, guideline or agency requirement of or undertaking to or agreement with any Governmental Authority.

“Liability” means any unsatisfied debt, liability, obligation, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, or obligation of any kind, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed, including all costs and expenses relating thereto.

“Loss” means, without duplication, any liability or obligation, whether accrued, fixed, known or unknown, absolute or contingent, matured or unmatured or determined or determinable, loss, cost, claim, action, cause of action, judgment, award, or expense (including reasonable attorneys’, accountants and other professional advisors’ fees and expenses) or damage, and losses or costs incurred in investigating, defending or settling any claim, action or cause of action described above, whether or not the underlying claim, action or cause of action is actually asserted or is merely alleged or threatened.

“Material Adverse Effect” means any event, circumstance, change, occurrence or state of

facts that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Businesses, financial condition or results of operations of Sellers, taken as a whole; provided, however, that in determining whether there has been a Material Adverse Effect, any effect, event, circumstance, change, occurrence or state of facts to the extent attributable to any of the following shall be disregarded: (i) any change in the general political, economic or business condition, including the commencement, continuation or escalation of war, acts of terrorism, natural disasters or acts of God; (ii) any change in financial or capital markets, including interest rates or currency exchange rates, and the industry in which Sellers are engaged; (iii) the taking of any action required to be taken by a Party under the terms of this Agreement or consented to by the other Party to this Agreement, (iv) the announcement or existence of this Agreement or the Transactions, including effects on relationships, contractual or otherwise, with financing sources, customers, suppliers, vendors or employees or the initiation of any litigation in connection therewith; (v) the commencement of the Bankruptcy Cases or resulting from or arising in connection therewith; (vi) changes in Laws or Orders or interpretations thereof or changes in accounting requirements or principles, GAAP or any other change or effect arising out of or relating to any proceeding, Claims or Orders before a Governmental Authority; and (vii) any failure to meet any internal projections; (viii) any seasonal changes in the results of operations of Sellers.

“Material Contract” means any Contract with a customer, vendor, supplier, distributor or other counterparty that is material to the Business.

“Ordinary Course of Business” means the ordinary and usual course of normal day to day operations of the Businesses consistent with past practice.

“Order” means any order, judgment, writ, injunction, decree, settlement, stipulation, decision, ruling, subpoena, verdict or award of any Governmental Authority.

“Organizational Documents” means, with respect to any Person (other than an individual), (a) the certificate or articles of incorporation or organization and any joint venture, limited liability company, operating or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person and (b) all by-laws, voting agreements and similar documents, instruments or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.

“Parties” has the meaning set forth in the preamble.

“Permits” means all material approvals, permits, certificates, qualifications, authorizations, licenses, franchises, consents, Orders and registrations, together with all modifications, amendments, supplements and extensions thereof, of all United States federal, state and local Governmental Authorities and any other Person that are necessary for Sellers to own the Assets.

“Permitted Encumbrances” means (a) liens for real estate taxes owed with respect to any real property included in the Assets, for the period on and after the Closing Date; (b) any and all Encumbrances such as utility easements, zoning restrictions, land use or environmental regulations, and customary covenants and restrictions of record that do not materially affect the

ownership of the real property or the conduct of the Businesses; and (c) Encumbrances related to Assumed Liabilities.

“Person” means any individual or corporation, association, partnership, limited liability company, joint venture, joint stock or other company, business trust, trust, organization, Governmental Authority or other entity of any kind.

“Petition Date” means November 13, 2014, the date on which Sellers filed their Petitions.

“Petitions” mean voluntary petitions for Chapter 11 bankruptcy relief.

“Pre-Closing Period” has the meaning set forth in Section 5.3.

“Pre-Closing Tax Period” means all taxable years or other taxable periods that end on or before the Closing Date and, with respect to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of such taxable year or period ending on and including the Closing Date.

“Proposed Assumed Contracts” has the meaning set forth in Section 2.1.

“Providing Party” has the meaning set forth in Section 7.1(b).

“Purchase Price” has the meaning set forth in Section 2.5.

“Purchaser” has the meaning set forth in the preamble.

“Purchaser Deposit” has the meaning set forth in Section 2.6.

“Requesting Party” has the meaning set forth in Section 7.1(b).

“Sale Order” means the order of the Bankruptcy Court approving the sale of the Assets pursuant to this Agreement.

“Sellers” has the meaning set forth in the preamble.

“Tax” or “Taxes” means (i) all federal, state, local and foreign taxes, charges, fees, imposts, levies or other assessments, including income, gross receipts, excise, employment, sales, use, transfer, license, payroll, franchise, stamp, withholding, social security, unemployment, real property, personal property, alternative or add on minimum, estimated or other taxes, charges, fees, imposts, levies or other assessments, including any interest, penalties or additions thereto, whether disputed or not, and (ii) any Liability for any items described in clause (i) payable by reason of transferee liability or operation of law (including Treasury Regulation 1.1502-6).

“Tax Return” means any report, return, information return, filing, claim for refund or other information, including any schedules or attachments thereto, and any amendments to any of the foregoing required to be supplied to a Taxing Authority in connection with Taxes.

“Taxing Authority” means any Governmental Authority responsible for the administration or the imposition of any Tax.

“Transaction Taxes” has the meaning set forth in Section 12.1.

“Transactions” mean the transactions contemplated by this Agreement and the Ancillary Agreements.

SECTION 2

PURCHASE, SALE AND ASSIGNMENT OF PURCHASED ASSETS

2.1. Sale of Assets. Subject to the terms and conditions of this Agreement, at Closing, Sellers shall sell, transfer, and assign to Purchaser, and Purchaser shall purchase from Sellers, all of Sellers’ right, title and interest in and to the Assets, free and clear of all Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) to the extent authorized by the Bankruptcy Code, including all of Sellers’ right, title and interest in and to the following:

- (a) all real property and tangible personal property owned or used by any Seller including, without limitation, all machinery, equipment, computers, furniture, furnishings, fixtures, office supplies, vehicles, and tools that relate in any way to the Business;
- (b) all Assumed Contracts (as defined below);
- (c) all Inventory;
- (d) all Permits that relate in any way to the Businesses (to the extent transferrable to Purchaser), including two liquor licenses owned by the Debtors, for which Purchaser must obtain Governmental Authority approval to transfer to Purchaser;
- (e) customer database, excluding any records, data, customer information or any other item that is part of such database which Sellers are prohibited by Law (or Contract) from providing to Purchaser or the transfer of which would require consent if the required consent has not been provided;
- (f) subject to the exclusion in Section 2.2(f), all books and records, files, data, reports, computer codes and sourcing data, advertiser and supplier lists, cost and pricing information, business plans, and manuals, blueprints, personnel records for Employees and other records that relate in any way to the Businesses (but excluding any personnel records with respect to former employees of Sellers, and excluding personnel records with respect to Employees which Sellers are prohibited by Law from providing to Purchaser or the transfer of which would require Employee consent) (collectively, the “Documents”);

- (g) all marketing, advertising and promotional materials;
- (h) all goodwill associated with the Businesses and/or the Assets;
- (i) all telephone and telephone facsimile numbers and directory listings used in connection with the Businesses.

Purchaser has designated the contracts and leases described on the attached Exhibit C as agreements that it wants Sellers to assume and assign to Purchaser (the "Proposed Assumed Contracts"). Sellers shall take the necessary steps to seek Bankruptcy approval to assume and assign the Proposed Assumed Contracts to Purchaser. If the Bankruptcy Court Order approving Debtors' proposed Bid Procedures includes the procedure to assume and assign executory contracts, Sellers shall follow those procedures to request Bankruptcy approval to assume and assign the Proposed Assumed Contracts to Purchaser. If the procedure to assume and assign executory contracts is not set forth in the Bid Procedures Order entered by the Bankruptcy Court, then Sellers shall file a motion with the Bankruptcy Court, seeking authority to assume and assign the Proposed Assumed Contracts to Purchaser (the "Assignment Motion"). The Assignment Motion shall include a schedule of the Proposed Assumed Contracts together with the Cure Amounts relating thereto, and shall be served on the counterparties to the Proposed Assumed Contracts. Purchaser expressly acknowledges and agrees that, notwithstanding anything contained in this Agreement to the contrary, (x) any hearing to authorize the assumption and assignment to Purchaser of any Proposed Assumed Contract shall be scheduled at a date and time determined by the Bankruptcy Court (which may be a date subsequent to the Closing Date) and (y) Purchaser's obligation to pay the Purchase Price and consummate the Transactions on the Closing Date is not conditioned on or affected in any way by the timing of such hearing or the outcome thereof. The following Contracts are included in the Excluded Assets: (i) all Contracts that are not Proposed Assumed Contracts, and (ii) any Proposed Assumed Contract that the Bankruptcy Court does not permit to be assumed and assigned to the Purchaser.

2.2. Excluded Assets. Notwithstanding the generality of Section 2.1 the following assets are not a part of the sale and purchase contemplated by this Agreement, and are excluded from the Assets (collectively, the "Excluded Assets"):

- (a) any and all Contracts other than the Assumed Contracts;
- (b) all Accounts Receivable;
- (c) the Purchase Price and all other cash in Sellers' possession;
- (d) all Avoidance Actions;
- (e) all proceeds and claims for refund or credit of Taxes and other Governmental Authority charges of whatever nature, and any other Tax benefits, arising out of or attributable to any period of time in the Pre-Closing Tax Period;

- (f) all books and records of Sellers, including financial records, minute books, stock transfer books, any corporate seals of Sellers and all other corporate books and records relating to Sellers' organization and existence, and Documents (i) related to any Excluded Assets or Excluded Liabilities (including, without limitation, those which are subject to attorney-client or other privilege), (ii) which Sellers are required by Law to retain in its possession, (iii) prepared primarily in connection with the Transactions, (iv) relating to personnel records of current or former employees of Sellers who do not become employees of Purchaser, (v) relating to personnel records of Employees but which Sellers are prohibited by Law (or Contract) from providing to Purchaser or the transfer of which would require Employee consent or (vi) any records, data, customer information or any other item that is part of the customer database which Sellers are prohibited by Law (or Contract) from providing to Purchaser or the transfer of which would require consent if the required consent has not been provided;
- (g) all Claims, rights of action, suits or proceedings, whether in Law or in equity, whether known or unknown, that Sellers or Sellers' bankruptcy estates may hold against any third party;
- (h) all tax sale certificates owned by any of the Sellers;
- (i) all rights or assets of any Seller relating to any employee benefit plan and all rights or assets of any employee benefit plan (including any insurance policies, annuity contracts or assets held in trust) sponsored, maintained or contributed to by any Seller for the benefit of its current or former employees.

2.3. Assumed Liabilities. Notwithstanding anything to the contrary in this Agreement, Purchaser shall assume only the following Liabilities of Sellers (collectively, the "Assumed Liabilities"):

- (a) all Cure Amounts with respect to the Assumed Contracts (but not any Contracts not assumed by Purchaser), including without limitation Liabilities for Deposits paid by customers to any Seller as partial payment on account of Contracts to hold events at any Seller's Businesses, but only with respect to Contracts that are Assumed Contracts ("Customer Deposits");
- (b) all Liabilities for any Taxes in connection with any transfer of any Asset pursuant to this Agreement (to the extent not exempted pursuant to applicable Law);
- (c) all Liabilities relating to ownership or use of the Assets or otherwise relating to the Business that arise after the Closing; and

(d) all Liabilities for Taxes arising out of or attributable to the operation of the Businesses on and after the Closing Date.

2.4. Excluded Liabilities. Purchaser will assume the Assumed Liabilities, but will not assume the Liabilities of Seller that are not Assumed Liabilities (collectively, the "Excluded Liabilities").

2.5. Purchase Price. The aggregate purchase price for the Assets (the "Purchase Price") shall equal the sum of: (i) _____ Million _____ Hundred Thousand (\$ _____,000,000) Dollars in cash, plus (ii) cash in an amount equal to the value of Sellers' Inventory on the Closing Date (which amount shall be equal to Sellers' cost to purchase such Inventory), plus (iii) the assumption and payment of the Assumed Liabilities. The cash portion of the Purchase Price shall be paid at Closing.

Notwithstanding anything herein to the contrary, Purchaser shall be entitled to a credit against the cash portion of the Purchase Price in an amount equal to the Customer Deposits relating to Assumed Contracts; if the Bankruptcy Court has not issued a ruling with respect to assumption and assignment of the Proposed Assumed Contracts as of the Closing Date, Purchaser shall pay Sellers the full cash portion of the Purchase Price, and Sellers' attorneys shall hold in escrow an amount equal to the Customer Deposits, pending the Bankruptcy Court's ruling with respect to the Proposed Assumed Contracts. When the Bankruptcy Court issues its ruling with respect thereto, the Customer Deposits shall be released from escrow and (a) Purchaser shall be paid from those Deposits an amount equal to Deposits made on account of Assumed Contracts, and (b) the balance of the Customer Deposits shall be paid to Sellers.

2.6. Purchaser Deposit. Upon execution of this Agreement Purchaser is depositing \$ _____ cash with Equity Partners HG LLC ("Escrow Agent") as escrow agent (the "Purchaser Deposit"), which Purchaser Deposit shall be released by the Escrow Agent and delivered to either Purchaser or Sellers as follows:

(a) If the Closing shall occur, then the Purchaser Deposit, together with all accrued interest thereon, shall be applied in accordance with Section 11.1(b) hereof towards the cash portion of the Purchase Price payable by Purchaser hereunder;

(b) If this Agreement is terminated by Sellers pursuant to Section 11.2(b), then the Purchaser Deposit shall be delivered to Sellers, who shall be entitled to (i) retain the Deposit, and (ii) pursue any and all other remedies that Sellers may have against Purchaser with respect to any breach or violation by Purchaser under this Agreement; and

(c) If this Agreement is terminated for any reason, other than by Sellers pursuant to Sections 11.2(b), then the Purchaser Deposit shall be returned to Purchaser together with all accrued interest thereon.

Purchaser shall provide to Escrow Agent, at least twenty-four hours before the scheduled Closing, a written instruction in form and substance reasonably acceptable to Sellers, instructing Escrow Agent to release the full amount of the Purchaser Deposit to Escrow Agent by way of a wire transfer to an account designated by Escrow Agent or Sellers' attorneys, by 10:00 a.m. on the Closing Date.

2.7. Allocation of Purchase Price. Within thirty (30) days following the Closing Date, Purchaser and Sellers shall confer and attempt to reach agreement regarding the allocation of the Purchase Price among the Assets. If the parties cannot agree on an allocation, they shall jointly retain a mutually agreeable appraiser or appraisers to allocate the Purchase Price, and all Parties shall be bound by the determination of such appraiser(s). Purchaser shall pay one-half of the fees and costs of the appraiser, and the Sellers jointly shall pay one-half of such fees and costs. Notwithstanding the foregoing, the parties have agreed to the following allocation of the Purchase Price with respect the liquor licenses included in the Assets..

Plenary retail consumption license owned by Tuscany House, LLC: \$ _____;

Plenary manufacturing license owned by Renault Winery Inc. \$ _____;

2.8. Excluded Assets and Liabilities. Notwithstanding anything to the contrary contained herein, Purchaser shall not purchase any of the Excluded Assets, nor assume any liability for any of the Excluded Liabilities.

2.9. Risk of Loss. Sellers bear the risk of loss or damage to the Assets, excepting ordinary wear and tear, until the Closing is concluded.

SECTION 3

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers hereby jointly and severally represent and warrant to Purchaser as follows:

3.1. Organization and Good Standing. Each Seller is (a) validly existing and in good standing under the laws of the jurisdiction of its organization and (b) duly qualified to do business and in good standing in the State of New Jersey, except for such failures to be so qualified and in good standing which, individually or in the aggregate, would not be reasonably expected to have a Material Adverse Effect.

3.2. Title to Assets. Sellers are the owners of (or have valid leasehold interests in or valid contractual rights to use, as applicable) the Assets as of the date hereof. Subject to entry of the Sale Order, Sellers have, and at the Closing Purchaser shall receive good and marketable title to the Assets, free and clear of any and all Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) to the extent authorized by the Bankruptcy Code.

3.3. Broker. Except for Equity Partners HG LLC, no broker or finder has been engaged by any Seller in connection with the Transactions. Purchaser has not engaged any broker or finder in connection with the Transactions.

3.4. Disclaimer of Other Representations and Warranties. Except as may be

expressly set forth in this Agreement, Sellers make no representation or warranty, statutory, express or implied, at law or in equity, in respect of Sellers, the Assets, the Businesses or the Assumed Liabilities, and any such other representations or warranties, express or implied, are hereby expressly disclaimed. Purchaser hereby acknowledges and agrees that, except to the extent specifically set forth in this Section 3, Purchaser is purchasing the Assets on an “as-is, where-is” basis and “with all faults.” Sellers are not, directly or indirectly, making any representations or warranties regarding any pro-forma financial information, financial projections or other forward-looking statements. It is understood that any due diligence materials made available to Purchaser or its Affiliates or their respective representatives do not, and shall not be deemed to, directly or indirectly constitute or contain representations or warranties of Sellers.

SECTION 4

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Sellers as follows:

4.1. Organization and Good Standing. Purchaser is a _____, duly organized, validly existing and in good standing under the laws of _____, and has full corporate power and authority to execute and deliver, and carry out its obligations under, this Agreement and the Ancillary Agreements, and consummate the Transactions.

4.2. Authorization. Purchaser has all requisite power and authority to execute and deliver and carry out its obligations under this Agreement and the Ancillary Agreements, and consummate the Transactions, and is not under any prohibition or restriction, contractual, statutory or otherwise, against doing so. Each of this Agreement and the Ancillary Agreements will be duly executed and delivered by Purchaser, and, assuming due authorization, execution and delivery by each Seller, constitutes or will constitute the legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms.

4.3. No Conflicts. Subject to entry of the Sale Order, the execution, delivery and performance by Purchaser of this Agreement and each of the Ancillary Agreements and the consummation by Purchaser of the Transactions shall not, with or without the giving of notice or lapse of time, (a) violate any provision of the Organizational Documents of Purchaser, (b) violate any Law to which Purchaser is subject, or (c) conflict with, or result in a breach or default under, any term or condition of any other agreement to which Purchaser is a party or by which Purchaser is bound.

4.4. Consents and Approvals. Subject to entry of the Sale Order, the execution, delivery and performance by Purchaser of this Agreement and the Ancillary Agreements and the consummation of the Transaction do not require the consent or approval of, or filing with, any Governmental Authority. Purchaser’s obligation to consummate the Transactions is not contingent upon obtaining any consent or approval from any third party.

4.5. Sufficient Funds. Purchaser has, or will have at Closing, sufficient funds, in an aggregate amount necessary to pay the cash portion of the Purchase Price, to assume and pay the Assumed Liabilities, and to consummate the Transactions. Purchaser’s obligation to purchase the

Assets is not contingent upon obtaining any financing.

4.6. “AS IS” TRANSACTION. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3 OF THIS AGREEMENT, SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ASSETS OR THE BUSINESSES INCLUDING, WITHOUT LIMITATION, THE CONDITION OF ANY REAL PROPERTY OWNED BY ANY OF THE SELLERS AND THE IMPROVEMENTS THEREON, OR AS TO ANY ENVIRONMENTAL CONDITIONS OR THE PRESENCE OF ANY HAZARDOUS MATERIALS. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLERS HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ASSETS OR THE BUSINESSES THAT IT DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 3 HEREOF, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS, ANALYSIS, EVALUATIONS AND INVESTIGATIONS. ACCORDINGLY, PURCHASER WILL ACCEPT THE ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

4.7. Disclaimer of Other Representations and Warranties. Except as expressly set forth in this Section 4, Purchaser does not make any representation or warranty, statutory, express or implied, at law or in equity, and any such other representations or warranties, express or implied, are hereby expressly disclaimed, and there are no other warranties, statutory, express or implied that extend beyond the warranties contained in this Agreement.

SECTION 5

CERTAIN COVENANTS OF SELLERS

5.1. Provision of Records. Sellers shall deliver to Purchaser, at Purchaser’s cost, as soon as reasonably practicable following the Closing Date, any Documents in the possession of any Seller that constitute Assets, to the extent not previously delivered in connection with the Transactions, but excluding Documents that are Excluded Assets.

5.2. Receipt of Property Relating to Assets. Subject to the terms and conditions of this Agreement and applicable Law, if, following the Closing, any of Sellers shall receive any money, check, note, draft, instrument, payment or other property that is included in the Assets, such Seller shall receive all such items in trust for, and as the sole and exclusive property of, Purchaser and, upon receipt thereof, shall notify Purchaser within a reasonable amount of time of such receipt and shall remit the same (or cause the same to be remitted) to Purchaser in any reasonable manner specified by Purchaser.

5.3. Conduct of Business Pending the Closing. From the date hereof through the

Closing Date or the earlier termination of this Agreement (the Pre-Closing Period"), Sellers shall continue to operate the Businesses in the Ordinary Course of Business, except that Sellers may elect not to enter into any Contract which by its terms would not be fully performed before the Closing Date unless Purchaser agrees that such new Contract shall be included in the Proposed Assumed Contracts.

5.4. Access to Information. Upon reasonable notice by Purchaser and subject to the terms of the Confidentiality Agreement, Purchaser and its representatives shall have reasonable access during normal business hours during the Pre-Closing Period to the Assets and documents relating thereto, and during such period Sellers shall furnish to Purchaser, at Purchaser's expense, all information concerning the Assets as Purchaser may reasonably request. Sellers shall provide or cause to be provided to Purchaser, at Purchaser's expense and subject to the terms of the Confidentiality Agreement, such copies or extracts of Documents with respect to the Assets and Assumed Liabilities as Purchaser may reasonably request. Any inspections, examinations and audits shall be conducted during normal business hours by Purchaser's employees or agents upon reasonable advance notice. Notwithstanding anything in this Agreement to the contrary, no Seller shall be required to provide access to or to disclose information where such access or disclosure would be reasonably likely to (i) breach any agreement with any third party, (ii) constitute a waiver of or jeopardize the attorney-client or other privilege held by any Seller or (iii) violate any applicable Law.

5.5. Communication with Parties to Contracts. Upon Sellers' prior written consent, which shall not be unreasonably withheld, Purchaser may communicate with Sellers' suppliers/vendors and parties to Contracts for the purpose of discussing or renegotiating such Contracts, or establishing new agreements with such parties to be effective upon or after Closing.

5.6. Bankruptcy Action.

(a) Sellers shall comply in all material respects with all of the obligations of Sellers under the Bid Procedures Order and the Sale Order.

(b) Sellers shall use commercially reasonable efforts to comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and the Bankruptcy Rules in connection with obtaining approval of the Transactions.

(c) Sellers shall seek entry of the Sale Order in the form attached hereto as **Exhibit D.**

5.7. Appeal of Sale Order. If the Bankruptcy Court's entry of the Sale Order is appealed by a third party, Sellers shall use commercially reasonable efforts to defend such appeal in accordance with applicable Law, but Sellers have no obligation to file any appeal with the United States Supreme Court.

5.8. Transfer of Permits. Except for any Permit(s) that applicable Law does not permit Sellers to transfer to Purchaser, Sellers shall use commercially reasonable efforts to transfer

any and all Permits to Purchaser, at Purchaser's expense. Upon Purchaser's request, after the Closing Sellers shall give and make all notices and reports Sellers are required to make to the appropriate Governmental Authorities and other Persons, each at Purchaser's expense, with respect to the Permits.

5.9. Release of Encumbrances. Sellers' obligation to deliver the Assets free and clear of any Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) is limited to Sellers making commercially reasonable efforts to obtain the Sale Order that provides for the delivery of the Assets free and clear of any Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) to the extent authorized by the Bankruptcy Code. If Purchaser desires to have any Encumbrances released and discharged other than by means of the Sale Order, Purchaser shall obtain such releases or discharges at its sole cost and expense.

5.10. Assignability of Certain Contracts. To the extent that the assignment to Purchaser of any Assumed Contract pursuant to this Agreement is not permitted without the consent of a third party and such restriction cannot be effectively overridden or canceled by the Sale Order or other Order of the Bankruptcy Court, then this Agreement will not be deemed to constitute an assignment of or an undertaking or attempt to assign such Contract or any right or interest therein unless and until such consent is obtained; provided, however, that the Parties will use their commercially reasonable efforts, before the Closing, to obtain all such consents.

5.11. Rejected Contracts. No Seller shall reject any Assumed Contract in any bankruptcy case following the date of this Agreement and prior to the Closing Date without the prior written consent of Purchaser.

5.12. Further Assurances. Upon the request of Purchaser, each Seller shall, at Purchaser's expense, forthwith execute and deliver such documents as Purchaser or its counsel may reasonably request to effectuate the purposes of this Agreement.

SECTION 6

CERTAIN COVENANTS OF PURCHASER.

6.1. Performance with Respect to the Assets and the Assumed Contracts. Purchaser agrees that from and after the Closing Date, it shall (a) assume and pay all Assumed Liabilities, and (b) take all actions necessary to satisfy its obligations and liabilities with respect to the Assumed Liabilities (including, without limitation, under the terms and conditions of each Assumed Contract).

6.2. Cure Amounts. Purchaser shall pay all Cure Amounts with respect to the Assumed Contracts in accordance with the Order(s) of the Bankruptcy Court approving the assumption and assignment of such Assumed Contracts to the Purchaser.

6.3. Receipt of Property Relating to Assets. Subject to the terms and conditions of this Agreement and applicable Law, if, following the Closing, Purchaser shall receive any money, check, note, draft, instrument, payment or other property which is not included in the Assets, such Seller shall receive all such items in trust for, and as the sole and exclusive property of, the Seller

entitled thereto and, upon receipt thereof, shall notify Sellers within a reasonable amount of time of such receipt and shall remit the same (or cause the same to be remitted) to the entitled Seller in any reasonable manner specified by such Seller.

6.4. Further Assurances. Upon the request of Sellers, Purchaser shall, at Sellers' expense, forthwith execute and deliver such documents as Sellers or their counsel may reasonably request to effectuate the purposes of this Agreement.

SECTION 7

CERTAIN MUTUAL COVENANTS

7.1. Cooperation.

(a) Sellers and Purchaser shall each promptly give notice to the other upon becoming aware that any Action is pending or threatened by or before any Governmental Authority with respect to the Transactions. Sellers and Purchaser (i) shall cooperate with each other in connection with the prosecution, investigation or defense of any such Action, (ii) shall supply as promptly as reasonably practicable all information requested by the other, by any such Governmental Authority or by any party to any such Action that is legally required to be produced, and (iii) shall each use commercially reasonable efforts to cause any such Action to be determined as promptly as reasonably practicable and in a manner which does not impact adversely on, and is consistent with, the Transactions.

(b) After the Closing, each of Sellers and Purchaser shall use commercially reasonable efforts to provide to any other Party to this Agreement, any trustee or other bankruptcy estate representative or fiduciary and the United States Trustee (the "Requesting Party") such records and information and to make available to the Requesting Party such employees or other personnel, in each case as may be reasonably requested in writing by the Requesting Party, for the purpose of responding to governmental inquiries, making required governmental filings or defending or prosecuting any Action or other proceeding involving any Person other than the Party providing such information or records or making available such employees or other personnel (the "Providing Party") and in resolving all claims, preparing all Tax Returns, and handling all matters necessary to administer and close the Bankruptcy Cases, including assisting the Requesting Party in winding down the bankruptcy estate of Sellers, liquidating the Excluded Assets, pursuing or processing any Action with respect to the bankruptcy estate of Sellers or the Excluded Liabilities; provided, however, that no Providing Party shall be required to (i) provide information, records or employees or other personnel under circumstances which the Providing Party believes in its sole reasonable determination may waive privilege, confidentiality or a similar protection or expose it to material liability to any Person or may prejudice any legal interest of the Providing Party, or (ii) take any action that in the Providing Party's reasonable determination unreasonably interferes with its business.

7.2. Filings and Approvals.

(a) Subject to the terms and conditions of this Agreement, each of the Parties shall use all reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations to consummate the Transactions, including using reasonable best efforts to obtain all necessary or appropriate waivers, consents and approvals, and effecting all necessary registrations and filings. Purchaser shall make or cause to be made all filings and submissions under Laws applicable to Purchaser, if any, as may be required for the consummation of the Transactions. Sellers shall make or cause to be made all such other filings and submissions under Laws applicable to any Seller, if any, as may be required for the consummation of the Transactions. Purchaser and Sellers shall coordinate and cooperate in exchanging such information and reasonable assistance as may be requested by either of them in connection with the filings and submissions contemplated by this Section 7.2. Purchaser and Sellers shall each promptly provide the other or their respective counsel with copies of all filings made by such Party with any Governmental Authority in connection with this Agreement and the Transactions.

(b) If a Party receives a request for information or documents from any Governmental Authority with respect to this Agreement or any of the Transactions, then such Party shall use its reasonable best efforts to make, or cause to be made, as soon as reasonably practicable, a response in substantial compliance with such request.

7.3. Public Statements. The Parties shall consult with each other prior to issuing any press release or making any public announcement with respect to this Agreement, the Ancillary Agreements, or the Transactions (including the financial terms hereunder and thereunder), and shall not issue any such press release or public announcement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except for press releases or public announcement as may be required by Law or judicial process. Purchaser shall not make any statement to, or otherwise communicate (whether orally or in writing) with, any employee, customer or supplier to any Seller regarding this Agreement, the Ancillary Agreements or the Transactions except for any statement or communication with respect to which Sellers shall have previously consented in writing.

7.4. Notification of Certain Matters. Sellers shall give prompt notice to Purchaser, and Purchaser shall give prompt notice to Sellers, of (a) any notice or other communication from any Person alleging that the consent of such Person which is or may be required in connection with the transactions contemplated by this Agreement or the Ancillary Agreements is not likely to be obtained prior to Closing, and (b) any written objection or proceeding that challenges the transactions contemplated hereby or the entry of the Sale Order by the Bankruptcy Court.

SECTION 8
EMPLOYEES

Employment of Employees. Purchaser is not obligated to make any offers of employment to Employees.

SECTION 9
CONDITIONS TO SELLERS' OBLIGATIONS

The obligations of Sellers to consummate the Transactions are subject to the satisfaction (unless waived in writing by Sellers) of each of the following conditions on or prior to the Closing Date:

9.1. Entry of the Sale Order. The Bankruptcy Court shall have entered a Sale Order. For avoidance of doubt, entry of a Sale order in the form attached hereto is not a condition to Closing.

9.2. Representations and Warranties. The representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, except to the extent expressly made as of an earlier date, in which case as of such earlier date.

9.3. Compliance with Agreements. Purchaser shall have performed and complied in all material respects with all covenants and agreements under this Agreement to be performed or complied with by it on or prior to the Closing Date.

9.4. No Injunctions. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation or non-appealable judgment, decree, injunction or other Order that is in effect on the Closing Date and prohibits the consummation of the Closing.

9.5. Purchaser's Closing Deliveries and Obligations. Purchaser shall have delivered all items and satisfied all obligations pursuant to Sections 11.1(b) and 11.1(c).

SECTION 10
CONDITIONS TO PURCHASER'S OBLIGATIONS

The obligation of Purchaser to consummate the Transactions is subject to the satisfaction (unless waived in writing by Purchaser) of each of the following conditions on or prior to the Closing Date:

10.1. Entry of the Sale Order. The Bankruptcy Court shall have entered a Sale Order. For avoidance of doubt, entry of a Sale order in the form attached hereto is not a condition to Closing.

10.2. Representations and Warranties. The representations and warranties of Sellers contained in this Agreement shall be true and correct on and as of the Closing Date, except to the extent expressly made as of an earlier date, in which case as of such earlier date, except, in each case, where the failure of such representations and warranties to be true and correct would not reasonably be expected to have a Material Adverse Effect.

10.3. Compliance with Covenants and Agreements. Sellers shall have performed and complied in all material respects with all covenants and agreements under this Agreement to be performed or complied with by them on or prior to the Closing Date.

10.4. No Injunctions. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation or non-appealable judgment, decree, injunction or other Order that is in effect on the Closing Date and prohibits the consummation of the Closing.

10.5. Sellers' Closing Deliveries and Obligations. Each Seller shall have delivered all items and satisfied all obligations pursuant to Section 11.1(a).

SECTION 11

CLOSING; TERMINATION

11.1. The Closing. The Closing on the sale and purchase of the Assets (the "Closing") shall be held at 10:00 a.m. on a mutually agreeable date not later than October 15, 2015 (the "Closing Date"). Time is of the essence with respect to the closing. The Closing shall be held at the offices of Subranni Zauber LLC, Willow Ridge Executive Office Park, 750 Route 73 South, Suite 307-B, Marlton, N.J., or at such other location as the Parties may agree. At the Closing, all of the Transactions shall be deemed to be consummated on a concurrent and simultaneous basis. The Closing shall be deemed effective as of 12:01 a.m. prevailing Eastern Time on the Closing Date.

(a) Sellers' Deliveries at Closing. At the Closing, Sellers shall deliver (or cause to be delivered) to Purchaser the following:

- (i) the duly executed Assignment and Assumption Agreement;
- (ii) the duly executed Bill of Sale;
- (iii) a copy of the Sale Order;
- (iv) affidavits executed by each Seller organized under the laws of the United States stating that such Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code;
- (v) a "bargain and sale" deed relating to all real property acquired as part of the Purchased Assets; and

(vi) such other documents as Purchaser or its counsel shall reasonably require in order to effect the Transactions.

(b) Purchaser's Payment of Purchase Price. At the Closing, Purchaser shall deliver to Sellers cash in an amount equal to the cash portion of the Purchase Price.

(c) Purchaser's Deliveries to Sellers at Closing. At the Closing, Purchaser shall deliver (or cause to be delivered) to Sellers the following:

(i) the duly executed Assignment and Assumption Agreement;

(ii) a copy of resolutions of the governing body of Purchaser approving and authorizing the Transactions;

(iii) such other documents as Sellers or their counsel shall reasonably require in order to effect the Transactions.

11.2. Termination. Anything in this Agreement to the contrary notwithstanding, this Agreement and the Transactions may be terminated in any of the following ways at any time before the Closing and in no other manner, subject to the provisions hereof:

(a) at any time by mutual written consent of Purchaser and Sellers;

(b) by Sellers, if Purchaser is in breach of any of its representations or is in violation or default of any of its covenants or agreements in this Agreement, which would result in a failure of a condition set forth in Section 9 and (i) which breach, violation or default is incapable of being cured, or (ii) if such breach, violation or default has not been cured or waived within ten (10) days following receipt of written notice from Sellers specifying, in reasonable detail, such claimed breach, violation or default and demanding its cure; provided, however, that Sellers (x) are not themselves in material breach of any of their representations, warranties or covenants contained herein, in the Bid Procedures Order or Sale Order, (y) send a notice of termination, and (z) specify in such notice of termination the representation, warranty or covenant contained herein, in the Bid Procedures Order or the Sale Order which Purchaser has allegedly breached or violated;

(c) by Purchaser, if Sellers are in breach of any of their representations or in violation or default of any of their covenants or agreements herein, which would result in a failure of a condition set forth in Section 10 and (i) which breach, violation or default is incapable of being cured, or (ii) if such breach, violation or default has not been cured or waived within ten (10) days following receipt of written notice from Purchaser specifying, in reasonable detail, such claimed breach, violation or default and demanding its cure or satisfaction; provided, however, that Purchaser (i) is not itself in material breach of any of its representations, warranties

or covenants contained herein, in the Bid Procedures Order or Sale Order, (ii) sends a notice of termination and (iii) specifies in such notice of termination the representation, warranty or covenant contained herein, in the Bid Procedures Order or the Sale Order of which a Seller or Sellers has allegedly breached or violated;

(d) by Sellers or Purchaser, if there shall be in effect a final non-appealable Order of a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions, but the Parties shall (subject to the limitations set forth in Section 5.7) as promptly as reasonably practicable appeal any adverse determination which can be appealed, and pursue such appeal with reasonable diligence; provided, that the Party seeking to terminate pursuant to this Section 11.2(d) shall have complied with its obligations, if any, under Section 7.1 and/or Section 7.2 in connection with such Law or Order;

(e) by Purchaser, if, as a result of an Order of the Bankruptcy Court, the Bankruptcy Cases are converted to Chapter 7 and a Chapter 7 trustee is appointed with respect to Sellers;

(f) by Sellers or Purchaser, if any secured creditor of any Seller obtains relief from the stay to foreclose on or enforce its rights against any material portion of the Assets;

(g) by Sellers, if Sellers determine based upon consultation with Sellers' counsel that proceeding with the Transaction as contemplated herein would be inconsistent with its fiduciary duties under applicable Law in light of any material event, change, development or occurrence arising after the date of this Agreement that was not previously known to Sellers;

(h) automatically upon consummation of an Alternative Transaction in accordance with Section 5.7.

11.3. Effects of Termination. If this Agreement is terminated pursuant to Section 11.2 the Parties will not proceed to Closing as provided herein, and the Purchaser Deposit shall be distributed pursuant to Section 2.6; provided, however, that notwithstanding the foregoing, (a) nothing herein will relieve or release any Party from liability arising from any material breach by such Party of this Agreement prior to such termination, and all Parties shall be entitled to pursue any and all remedies provided for herein for any such breach, (b) if there is a dispute whether any Party's termination of this Agreement is wrongful, the Escrow Agent will continue to hold the Deposit pending agreement of the Parties or entry of a court Order directing disbursement of the Deposit, and (c) any Party may seek specific performance of this Agreement if such party asserts that the Party terminating this Agreement had not right to do so. If this Agreement is terminated as provided herein, each Party shall redeliver all documents, work papers and other material of any other Party relating to the Transactions, whether obtained before or after the execution hereof.

11.4. Frustration of Closing Conditions. Neither Sellers nor Purchaser may rely on

the failure of any condition set forth in Section 9, Section 10, or any right of termination under Section 11.2, as the case may be, if such failure was caused by such Party or such Party's failure to comply with any provision of this Agreement.

SECTION 12 **TAXES**

12.1. Taxes Related to Purchase of Assets. Purchaser shall be solely responsible for the payment of any state and local sales, transfer, recording, stamp or other similar transfer taxes (collectively "Transaction Taxes") that may be imposed by reason of the sale, transfer, assignment and delivery of the Assets and not exempted under the Sale Order, along with any recording and filing fees. Purchaser and Sellers agree to cooperate to determine the amount of Transaction Taxes payable in connection with the Transactions. Sellers shall request the Bankruptcy Court to include in the Sale Order a provision exempting Sellers from any obligation to pay the New Jersey Realty Transfer Fee and any similar State transfer tax or documentary tax stamp in connection with the sale and transfer of the Assets from Sellers to Purchaser.

12.2. Cooperation. Purchaser and Sellers agree to furnish or cause to be furnished to each other, as promptly as reasonably practicable, such information and assistance relating to the Assets as is reasonably necessary for the preparation and filing of any Tax Return, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters and for the answer of any governmental or regulatory inquiry relating to Tax matters.

SECTION 13 **EXPENSES, ATTORNEYS' FEES AND BROKERS' FEES**

Expenses. Each Party shall be responsible for the payment of its own attorneys', brokers' and other fees and expenses in connection with the Transactions. For avoidance of doubt, all amounts due to Equity Partners HG LLC in connection with the Sale shall be paid by Sellers from the Sale proceeds (and payment of such amounts shall be a condition of closing provided the Bankruptcy Court has approved payment to Equity Partners as of the Closing Date).

SECTION 14 **MISCELLANEOUS**

14.1. Sale of Assets Subject to Bankruptcy Court Approval. This Agreement, the sale of the Assets hereunder, and Sellers' obligations and ability to perform under this Agreement are conditioned and contingent upon the Bankruptcy Court entering the Sale Order. Sellers shall use commercially reasonable efforts to obtain entry of the Sale Order.

14.2. Survival of Representations and Warranties and Covenants. Until the Closing, all representations and warranties herein or in any Ancillary Agreement shall be operative and in full force and effect. All representations and warranties and covenants contained herein or in any Ancillary Agreement shall terminate and shall not survive the Closing, except that covenants that by their terms are to be performed after Closing shall survive Closing in accordance with their

terms, including without limitation those contained in Sections 5.1, 5.2, Section 6, Section 7, Section 12, and Section 13.

14.3. Entirety of Agreement; Amendments and Waivers. This Agreement states the entire agreement of the Parties with respect to the subject matter hereof, merge all prior negotiations, agreements and understandings, if any, and state in full all representations, warranties, covenants and agreements which have induced this Agreement. Each of Sellers and Purchaser otherwise makes no other representations or warranties including any implied representations or warranties. Each Party agrees that no contrary representations shall be made in its dealing with third parties. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. Subject to applicable Law, any Party may waive any right hereunder. The waiver by any Party of a breach of any provision of this Agreement on any occasion or occasions shall not operate or be construed as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

14.4. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties without the prior written consent of the other Party. No Party shall be relieved of any liability or obligations hereunder in respect of any assignment pursuant to this Section 14.4 unless such assignor has received a written release expressly releasing such assignor from any liability that may arise hereunder.

14.5. Successors and Assigns; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective heirs, personal representatives, legatees, successors and permitted assigns.

14.6. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New Jersey applicable to contracts made and to be entirely performed therein, except to the extent that such Laws are superseded by the Bankruptcy Code. In the event of any controversy or claim arising out of or relating to this Agreement or the breach or alleged breach hereof, each of the Parties irrevocably (a) submits to the exclusive jurisdiction of the Bankruptcy Court, (b) waives any objection which it may have at any time to the laying of venue of any Action or proceeding brought in the Bankruptcy Court, (c) waives any claim that such Action or proceeding has been brought in an inconvenient forum, and (d) agrees that service of process or of any other papers upon such Party by certified mail at the address to which notices are required to be sent to such Party under Section 14.11 shall be deemed good and effective service upon such Party.

14.7. Gender and Number. In this Agreement, words importing the singular include the plural and vice versa and words importing a specific gender include all genders.

14.8. Headings. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

14.9. Construction. In this Agreement (a) words denoting the singular include the plural and vice versa, (b) “it” or “its” or words denoting any gender include all genders, (c) the word “including” shall mean “including without limitation,” whether or not expressed, (d) any reference to a statute shall mean the statute and any regulations thereunder in force as of the date of this Agreement or the Closing Date, as applicable, unless otherwise expressly provided, (e) any reference herein to a Section or Exhibit refers to a Section of, or Exhibit to, this Agreement, unless otherwise stated and (f) when calculating the period of time within or following which any act is to be done or steps taken, the date which is the reference day in calculating such period shall be excluded and if the last day of such period is not a Business Day, then the period shall end on the next day which is a Business Day.

14.10. Severability. If any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by applicable Law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

14.11. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made as follows: (a) if sent by registered or certified mail in the United States return receipt requested, upon receipt; (b) if sent designated for overnight delivery by nationally recognized overnight air courier (such as Federal Express), one Business Day after delivery to such courier; (c) if sent by electronic mail before 5:00 p.m. prevailing Eastern Time, when transmitted (provided receipt is confirmed); (d) if sent by electronic mail or facsimile transmission after 5:00 p.m. prevailing Eastern Time, on the following Business Day (provided receipt is confirmed); and (e) if otherwise actually personally delivered, when delivered, provided that such notices, requests, demands and other communications are delivered to the address set forth below, or to such other address as any Party shall provide by like notice to the other Parties to this Agreement:

Purchaser:

With a copy to:

Sellers: Joseph Milza
72 N. Bremen Ave.
Egg Harbor City, N.J. 08215
kroy@renaultwinery.com

with a copy to:

John P. Leon
Subranni Zauber, LLC
Willow Ridge Executive Office Park
750 Route 73 South – Suite 307-B
Marlton, N.J. 08053
jleon@subranni.com

Any Party may change its address for service from time to time by notice given to other Parties in accordance with the foregoing provisions.

14.12. Counterparts; Facsimile Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed facsimile or other electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

14.13. Specific Performance. (a) Sellers acknowledge that Purchaser would be damaged irreparably in the event that this Agreement is not performed by Sellers in accordance with its specific terms or is otherwise breached or threatened to be breached by Sellers, or Sellers fail to consummate the Closing as required hereunder. Therefore, in addition to any other remedy that Purchaser may have under Law or equity as a remedy for any such breach or threatened breach, Purchaser shall be entitled to equitable relief, without proof of actual damages, including an injunction or Order for specific performance to prevent breaches of the terms of this Agreement and to specifically enforce the terms and provisions hereof that are required to be performed by Sellers.

(a) Purchaser acknowledges that Sellers would be damaged irreparably in the event that this Agreement is not performed by Purchaser in accordance with its specific terms or is otherwise breached or threatened to be breached by Purchaser, or Purchaser fails to consummate the Closing on the Closing Date. Therefore, in addition to any other remedy that Sellers may have under Law or equity as a remedy for any such breach or threatened breach, Sellers shall be entitled to equitable relief, without proof of actual damages, including an injunction or Order for specific performance to prevent breaches of the terms of this Agreement and to specifically enforce the terms and provisions hereof that are required to be performed by Purchaser.

(b) No Party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 14.13, and each Party (i) irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument and (ii) agrees to cooperate fully in any attempt by the other Party or Parties in obtaining such equitable relief. Each Party further agrees that the only permitted objection that it may raise in response to any Action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

PURCHASER

XXXXXXXXXXXXXXXXXXXX

By: _

Name:

Title:

SELLERS:

Renault Winery, Inc.

By: _

Name:

Title:

Tuscany House, LLC

By: _

Name:

Title:

Renault Golf, LLC

By: _

Name:

Title:

Renault Winery Properties, LLC

By: _

Name:

Title:

Renault Realty Co., LLC

By: _____

Name:

Title:

[Signature Page to Asset Purchase Agreement]

Exhibit A

Form of Assignment and Assumption Agreement

See attached.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into on this ____ day of _____, 2015 by and among _____ a _____, formed under the laws of _____ ("Purchaser"), and the following bankruptcy Debtors (collectively "Sellers," and together with Purchaser, the "Parties"):

Renault Winery, Inc. (Case No. 14-33075)
Renault Golf, LLC (Case No. 14-33079)
Tuscany House, LLC (Case No. 14-33084)
Renault Realty Co., LLC (Case No. 14-33082)
Renault Winery Properties, LLC (Case No. 14-33080)

Background

A. Pursuant to that certain Asset Purchase Agreement, dated as of _____, 2015 (the "Asset Purchase Agreement"), by and among Purchaser and Sellers, Sellers agreed to sell and transfer the Assets to Purchaser, and Purchaser agreed to purchase and accept the Assets from Sellers, including the Assumed Contracts, and to assume the Assumed Liabilities; and

B. The Bankruptcy Court entered the Sale Order on _____, 2015, which authorized the sale of the Assets to Purchaser, and the Purchaser's assumption of the Assumed Liabilities.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, the Parties hereto agree as follows:

1. Capitalized terms used herein but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Effective as of the date hereof, (a) Sellers hereby sell and assign to Purchaser all of the right, title and interest of Sellers in and to the Assumed Contracts, free and clear of all liens, claims, encumbrances, and interest (other than Permitted Encumbrances and Assumed Liabilities) to the extent authorized by the Sale Order, and (b) Purchaser hereby accepts the foregoing sale and transfer and expressly assumes and agrees to pay and perform all of the Assumed Liabilities, including the obligations and Liabilities of Sellers arising under the Assumed Contracts as and when they become due. Notwithstanding the foregoing, nothing in this Assignment shall constitute or be construed as selling or transferring to Purchaser any right, title or interest in or to any of the Excluded Assets, and Purchaser is not assuming or in any way becoming liable for any of the Excluded Liabilities.

3. This Assignment is expressly made subject to the terms and conditions of the Asset Purchase Agreement. The delivery of this Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the terms or provisions of the Asset Purchase Agreement.

4. This Assignment and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and permitted assigns.

5. This Assignment shall be governed by and construed and enforced in accordance with the Laws of the State of New Jersey, except to the extent that such Laws are superseded by the Bankruptcy Code.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Counterparts of this Assignment (or applicable signature pages hereof) that are manually signed and delivered by facsimile or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

7. This Assignment may only be modified by a written agreement duly signed by the Parties hereto.

8. The Parties hereto agree that the assignment of each of the Assumed Contracts shall be construed as being separable and divisible from the assignment of every other Assumed Contract. The unenforceability or invalidity of this Assignment with respect to any one Assumed Contract shall not limit the enforceability or validity, in whole or in part, with respect to any other Assumed Contract.

9. The Parties hereto agree to execute and deliver such further documents and to take such further action as is reasonably required to carry out the intentions or to facilitate the performance of the terms of this Assignment.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first written above.

PURCHASER

XXXXXXXXXXXXXXXXXXXX

By: _____

Name:

Title:

SELLERS:

Renault Winery, Inc.

By: _____

Name:

Title:

Tuscany House, LLC

By: _____

Name:

Title:

Renault Golf, LLC

By: _____

Name:

Title:

Renault Winery Properties, LLC

By: _____

Name:

Title:

Renault Realty Co., LLC

By: _____

Name:

Title:

[Signature Page to Assignment and Assumption Agreement]

Exhibit B

Form of Bill of Sale

See attached.

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is made and entered into on this [●] day of [●], by and among _____, a _____ formed under the laws of _____ ("Purchaser"), and the following bankruptcy Debtors (collectively "Sellers," and together with Purchaser, the "Parties"):

Renault Winery, Inc. (Case No. 14-33075)
Renault Golf, LLC (Case No. 14-33079)
Tuscany House, LLC (Case No. 14-33084)
Renault Realty Co., LLC (Case No. 14-33082)
Renault Winery Properties, LLC (Case No. 14-33080)

Background

A. Pursuant to that certain Asset Purchase Agreement, dated as of _____, 2015 (the "Asset Purchase Agreement"), by and among Purchaser and Sellers, (i) Sellers have agreed to sell and transfer the Assets to Purchaser and (ii) Purchaser has agreed to purchase and accept the Assets from Sellers; and

B. The Bankruptcy Court entered the Sale Order on _____, 2015, which authorized the sale of the Assets to Purchaser.

NOW, THEREFORE, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement and in consideration of the mutual promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined in this Bill of Sale shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Transfer of Assets. Effective as of the date hereof, Sellers do hereby sell, transfer, and assign to Purchaser, and Purchaser does hereby accept as of the date hereof, all of Sellers' right, title and interest in and to the Assets, free and clear of all liens, claims, encumbrances and interests (other than Permitted Encumbrances and Assumed Liabilities) to the extent authorized by the Sale Order.

3. Excluded Assets. Notwithstanding anything herein to the contrary, nothing in this Bill of Sale shall constitute or be construed as selling or transferring to Purchaser any right, title or interest to or in any of the Excluded Assets.

4. Asset Purchase Agreement Controls. This Bill of Sale is expressly made subject to the terms and provisions of the Asset Purchase Agreement.

5. Governing Law. This Bill of Sale shall be governed by and construed and

enforced in accordance with the Laws of the State of New Jersey, except to the extent that such Laws are superseded by the Bankruptcy Code.

6. Successors and Assigns. This Bill of Sale shall be binding upon Sellers and Sellers' successors and assigns and shall inure to the benefit of Purchaser and Purchaser's successors and assigns.

7. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Bill of Sale as of the date first written above.

PURCHASER

XXXXXXXXXXXXXXXXXXXX

By:

Name:

Title:

SELLERS:

Renault Winery, Inc.

By: _

Name:

Title:

Tuscany House, LLC

By:

Name:

Title:

Renault Golf, LLC

By:

Name:

Title:

Renault Winery Properties, LLC

By:

Name:

Title:

Renault Realty Co., LLC

By:

Name:

Title:

Exhibit C

List of Proposed Assumed Contracts

See attached.

Exhibit D

Form of Sale Order

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

John P. Leon (JL4638) Subranni Zauber LLC 750 Route 73 South – Suite 307B Marlton, NJ 08053 (609) 347-7000; FAX (609) 345-4545 Attorneys for Debtors	
In Re: RENAULT WINERY, INC. ¹ Debtor	Case No.: 14-33075-ABA Judge: Andrew B. Altenburg, Jr. Chapter 11 Jointly Administered

Notice of (I) Proposed Sale of the Assets of Debtors Free and Clear of Liens, Claims, Encumbrances, and Interests (II) Bid Procedures, and (III) Auction of Assets

Debtors

Renault Winery, Inc. (Case No. 14-33075)
Renault Golf, LLC (Case No. 14-33079)
Tuscany House, LLC (Case No. 14-33084)
Renault Winery Properties, LLC (Case No. 14-33080)
Renault LLC t/a Renault Realty Co., LLC (Case No. 14-33082)

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On November 13, 2014 the Debtors listed above (collectively, the “Debtors” or “Sellers”) filed voluntary petitions under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the “Court”). On August 10, 2015 the Debtors filed with the Court a motion [Docket No. _____] (the “Sale Motion”) seeking, among other things: (a) authority to sell the assets of the Debtors free and clear of all liens, claims, encumbrances and interests (the “Sale”); (b) approval of certain procedures (the “Bid Procedures”) for the solicitation of bids with respect to the Sale (the “Bid Procedures Relief”); (c) approval of certain procedures in connection with the identification and possible assumption of certain contracts and intellectual property rights in connection with the Sale (the “Assignment Procedures”); and (d) scheduling an auction (the “Auction”) and a final hearing

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Renault Realty, Co., LLC, (9787), Renault Golf, LLC (0618), Renault Winery Properties, LLC (7686), Tuscany House, LLC (6179), and Renault Winery, Inc. (7686). The mailing address for each of the Debtors is 72 North Bremen Ave., Egg Harbor City, NJ 08215.

with the Court for approval of the Sale (the "Sale Hearing").

2. The Debtors' Sale Motion includes a proposed form of Asset Purchase Agreement (including all exhibits, schedules and ancillary agreements related thereto, the "Form APA"), which contemplates the sale of the Sellers' assets (as described in Section 2.1 of the form APA, the "Assets"), subject to higher and better offers made pursuant to the Bid Procedures.

3. A hearing on the Bid Procedures was held before the Court on _____, 2015, and thereafter the Court entered an order granting various relief, which includes approval the Bid Procedures Relief [Docket No. _____] (the "Bid Procedures Order"). The Bid Procedures Order establishes the Bid Procedures that govern the manner in which the Assets are to be sold. All bidders must comply with the Bid Procedures, including the requirement that bids must be submitted so as to be received not later than September 18, 2015.

4. **An Auction of the Debtors' Assets will be held at the office of Sellers' counsel, Subranni Zauber LLC, Willow Ridge Executive Office Park, 750 Route 73 South – Suite 307-B, Marlton, NJ 08053, commencing at 10:00 a.m. (prevailing Eastern Time) on September 22, 2015.** Each Qualified Bidder (as defined in the Bid Procedures) shall be invited to participate in the Auction

5. The Sale Hearing currently is scheduled to be conducted on _____, **2015** at _____ a.m. (prevailing Eastern Time) at the United States Bankruptcy Court for the District of New Jersey, 400 Cooper Street, Fourth Floor, Camden, New Jersey 08101, before the Honorable Andrew B. Altenburg, United States Bankruptcy Judge, to consider the approval the highest and best offer by a Qualified Bidder (the "Successful Bidder") and of the Form APA Agreement (as modified by the Successful Bidder, the "Agreement") and seeking entry of an order approving the Sale substantially in the form of the order attached to the Sale Motion as Exhibit "B" (the "Sale Order"). The Sale Hearing may be adjourned or rescheduled from time to time without further notice other than an announcement by the Debtors in the Court of such adjournment on the date scheduled for the Sale Hearing.

6. A copy of the Bid Procedures Order, the Form APA (attached to the Bid Procedures Order as Exhibit "1") and the Sale Motion (including the proposed Sale Order) may be obtained (a) by sending a written request to Debtors' attorneys Subranni Zauber LLC at jleon@subranni.com, or to Willow Ridge Executive Office Park, 750 Route 73 South – Suite 307-B, Marlton, NJ 08053, (Attn. John P. Leon, Esq.) or (b) by accessing the website of the Debtors' broker Equity Partners HG LLC at _____.

7. **OBJECTIONS TO ENTRY OF THE SALE ORDER (OTHER THAN THE PROPOSED ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS, LEASES AND INTELLECTUAL PROPERTY OR TO ANY PROPOSED CURE PAYMENT LIABILITY AMOUNTS IN CONNECTION THEREWITH), INCLUDING THE DEBTORS' REQUEST TO APPROVE THE SALE OF THE ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS TO PURCHASER (AS**

DEFINED IN THE AGREEMENT) OR ANOTHER SUCCESSFUL BIDDER (EACH, AN “OBJECTION”), MUST BE MADE IN WRITING, FILED AND SERVED SO AS TO BE ACTUALLY RECEIVED BY 5:00 P.M. (PREVAILING EASTERN TIME) ON _____, 2015 (THE “OBJECTION DEADLINE”).

8. ANY OBJECTION MUST BE SERVED BY REGULAR MAIL IN ACCORDANCE WITH THE PRECEDING PARAGRAPH ON EACH OF THE FOLLOWING PARTIES: (a) counsel to the Debtors, Subranni Zauber LLC at Willow Ridge Executive Office Park, 750 Route 73 South – Suite 307-B, Marlton, NJ 08053, (Attn. John P. Leon, Esq.), and (b) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102 (Attn: Jeffrey Sponder, Esq.).

9. The Bid Procedures Order approves the Assignment Procedures, which set forth: the manner in which the Debtors will (a) identify the Assumed Contracts, the Assumed Leases and the Intellectual Property Rights (each as defined in the Sale Motion) and (b) identify amounts the Debtors believe are necessary to cure defaults under each of such Assumed Contracts, Assumed Leases and Intellectual Property Rights as determined by Sellers; and (ii) procedures to be followed by any party that wishes to object to the proposed assumption and assignment of any Assumed Contract, Assumed Lease or Intellectual Property Rights, or the cure amounts proposed by the Debtors respect thereto. An additional notice setting forth the specific Assumed Contracts, Assumed Leases and Intellectual Property Rights to be assumed by the Debtors and the proposed cure amounts for such contracts will be served upon all counterparties to the Assumed Contracts, Assumed Leases and Intellectual Property Rights.

10. Under the Agreement, Purchaser will assume only those certain specified liabilities of the Debtors that fall within the definition of “Assumed Liabilities” as set forth in Section 2.3 of the Agreement. Purchaser will not be assuming certain “Excluded Liabilities” listed in Section 2.4 of the Agreement.

11. The failure of any person or entity to file an objection on or before the Objection Deadline shall be deemed a consent to the Sale of the Assets to the Successful Bidder and the other relief requested in the Sale Motion and be a bar to the assertion, at the Confirmation Hearing or thereafter, of any objection to the Bid Procedures, the Sale Motion, the Auction, the sale of the Assets, Sellers’ consummation and performance of the Agreement with the Successful Bidder (including in any such case, without limitation, the transfer of the Assets free and clear of all liens, claims, encumbrances and interests). Provided, however, that notwithstanding the foregoing, at the Sale Hearing the Bankruptcy Court shall entertain oral objections only with respect to (a) the conduct of the Auction, (b) the form or amount of consideration to be paid for the Debtors’ Assets, (c) the Purchaser’s good faith, and (e) any other matter to which any party in interest objects and which could not have been raised or asserted prior to the Auction being held.

[Continued on Next Page]

12. This Notice is subject to the full terms and conditions of the Sale Motion, the Bid Procedures Order and the Bid Procedures, which shall control in the event of any conflict. The Debtors encourage parties in interest to review such documents in their entirety and consult an attorney if they have questions or want advice.

John P. Leon, Esq.
Subranni Zauber LLC
750 Route 73 South – Suite 307B
Marlton, NJ 08053
(609) 347-7000; Fax (609) 345-4545
Attorneys for Debtors

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

John P. Leon (JL4638) Subranni Zauber LLC 750 Route 73 South – Suite 307B Marlton, NJ 08053 (609) 347-7000; Fax (609) 345-4545 Attorneys for Debtors	
In Re: RENAULT WINERY, INC. ¹ Debtor	Case No.: 14-33075-ABA Judge: Andrew B. Altenburg, Jr. Chapter 11 Jointly Administered

**Notice of Debtors’ Potential Assumption and Assignment
of Certain Contracts, Leases, and Intellectual Property Rights**

PLEASE TAKE NOTICE OF THE FOLLOWING:

A. On November 13, 2014 Renault Winery, Inc. and its jointly administered debtors (collectively, the “Debtors” or “Sellers”) filed voluntary petitions under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Court”). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, in the following cases:

Renault Winery, Inc. (Case No. 14-33075)
Renault Golf, LLC (Case No. 14-33079)
Tuscany House, LLC (Case No. 14-33084)
Renault Realty Co., LLC (Case No. 14-33082)
Renault Winery Properties, LLC (Case No. 14-33080)

B. On August 11, 2015 the Debtors filed a motion [Docket No. ____] (the “Motion”) with the Court seeking, among other things, approval of certain procedures (the “Assignment Procedures”) applicable to the identification and assumption of certain contracts (the “Proposed Assumed Contracts”), certain leases (the “Proposed Assumed Leases”) and any

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Renault Realty, Co., LLC, (9787), Renault Golf, LLC (0618), Renault Winery Properties, LLC (7686), Tuscany House, LLC (6179), and Renault Winery, Inc. (7686). The mailing address for each of the Debtors is 72 North Bremen Ave., Egg Harbor City, NJ 08215.

intellectual property rights (the “Intellectual Property Rights”), and the assignment thereof, in connection with the Sale² by which the Debtors intend to sell their assets.

C. On _____, 2015 the Court entered an order (the “Bid Procedures Order”) granting the Motion as set forth therein [Docket No. ____] and approving the procedures for the assumption and assignment of the Assumed Contracts, Assumed Leases and Intellectual Property Rights. **A copy of the Bid Procedures Order is attached hereto as Exhibit “1”.**

D. The Debtors may elect to assume and assign to the Successful Bidder the Proposed Assumed Contracts, Proposed Assumed Leases and Intellectual Property Rights listed on **Exhibit “2”** attached hereto, pursuant to section 365 of the Bankruptcy Code.

E. The Debtors have set forth on **Exhibit “2”** hereto (the “Cure Schedule”) the amounts due and owing, if any, under the Assumed Contracts and Assumed Leases through the date hereof (the “Cure Amounts”). The Bankruptcy Code requires that the Cure Amounts (which include any amounts owing on account of the Debtors’ obligations under the Assumed Contracts and Assumed Leases as of the date of assumption) be paid in full to the parties owed such amounts upon the Debtors’ assumption of the Assumed Contracts and Assumed Leases.

F. ANY PARTY SEEKING TO ASSERT AN OBJECTION TO THE ASSUMPTION BY THE DEBTORS AND ASSIGNMENT TO PURCHASER OF ANY CONTRACT, LEASE OR INTELLECTUAL PROPERTY RIGHT, INCLUDING AS TO THE VALIDITY OF ANY CURE AMOUNT AS DETERMINED BY THE DEBTORS, OR TO OTHERWISE ASSERT THAT ANY OTHER AMOUNTS, DEFAULTS, CONDITIONS OR PECUNIARY LOSSES MUST BE CURED OR SATISFIED UNDER THE ASSUMED CONTRACTS AND ASSUMED LEASES (NOT INCLUDING ACCRUED BUT NOT YET DUE OBLIGATIONS) MUST FILE AND SERVE AN OBJECTION (“ASSUMPTION OBJECTION”) TO THE PROPOSED ASSUMPTION AND ASSIGNMENT. THE ASSUMPTION OBJECTION MUST BE FILED WITH THE BANKRUPTCY COURT, AND SERVED SO THAT SUCH OBJECTION IS ACTUALLY RECEIVED BY DEBTORS’ ATTORNEYS SUBRANNI ZAUBER LLC (ATTENTION JOHN P. LEON), WILLOW RIDGE EXECUTIVE OFFICE PARK, 750 ROUTE 73 SOUTH – SUITE 307B, MARLTON, N.J. 08053 BY SEPTEMBER 21, 2015 (THE “OBJECTION DEADLINE”).

G. Assumption Objections must specifically set forth (i) the cure amount or other obligation the objecting party asserts is due, the specific types and dates of the alleged defaults, and any other pecuniary losses the objecting party asserts must be paid as a condition of assignment, and (ii) any other objection to assignment, and the support therefor, if any.

H. If, as to any Assumed Contract, Assumed Lease or Intellectual Property Right, no Assumption Objection is received by the Objection Deadline, the Bankruptcy Court may authorize the Debtors to assume and assign to the Successful Bidder such Assumed Contract, Assumed Lease or Intellectual Property Right without further notice. If an Assumption Objection is received by the Objection Deadline and the Debtors and/or the Successful Bidder are unable to

² Any capitalized terms that are not defined herein shall have the meanings given to them in the Motion.

resolve such objection consensually, the proposed assumption and assignment which is the subject of such Assumption Objection shall be subject to further order of the Court and the Debtors and/or the Successful Bidder shall promptly seek to schedule a hearing to consider such Assumption Objection. Hearings with respect to Assumption Objections shall be held on such date as the Court may designate.

I. The Debtors may, from time to time, modify the Cure Schedule to add or remove a contract or lease counterparty or to modify the proposed Cure Amount with respect to any counterparty. The non-debtor counterparty to any such contract or lease will be provided separate written notice of any such modification and at least fourteen (14) days advance notice of its deadline to object to such modification, and the Debtors will seek to set any such objection for hearing before the Court as promptly as is reasonably possible.

J. IF YOU AGREE WITH THE CURE AMOUNTS SET FORTH ON EXHIBIT "2" AND DO NOT OTHERWISE OBJECT TO THE DEBTORS' ASSUMPTION AND ASSIGNMENT OF YOUR CONTRACT, LEASE OR INTELLECTUAL PROPERTY RIGHT YOU NEED NOT TAKE ANY FURTHER ACTION.

K. A complete copy of the Motion may be obtained by sending a written request to Debtors' attorneys Subranni Zauber LLC at (i) Willow Ridge Executive Office Park, 750 Route 73 South – Suite 307-B, Marlton, N.J. 08053 (Att. John P. Leon), or (ii) jleon@subranni.com.

John P. Leon (JL4638)
Subranni Zauber LLC
750 Route 73 South – Suite 307B
Marlton, NJ 08053
(609) 347-7000; Fax (609) 345-4545
Attorneys for Debtors

Dated: _____, 2015

Exhibit 1

Bid Procedures Order Entered by the Bankruptcy Court

See Attached

Exhibit 2

List of Proposed Assumed Contracts and Leases

See Attached

Bid Procedures

Debtors

Renault Winery, Inc. (Case No. 14-33075)
Renault Golf, LLC (Case No. 14-33079)
Tuscany House, LLC (Case No. 14-33084)
Renault Realty Co., LLC (Case No. 14-33082)
Renault Winery Properties, LLC (Case No. 14-33080)

Broker

Equity Partners HG LLC (“Broker”)
Attention: Hank Waida
16 N. Washington St., Suite 102
Easton, MD 21601
Tel: (866) 969-1115 (Ext. 5); fax: (866) 604-9434
hwaida@equitypartnershg.com
www.EquityPartnersHG.com

The following Bid Procedures shall govern the bidding and the Auction with respect to the Sale of the Assets and assumption of Assumed Liabilities:

1. Assets to be Sold. The Debtors shall collectively and individually offer substantially all of their assets for sale (real estate and personal property). Anyone interested in making an offer for assets owned by any of the Debtors may offer to purchase (a) all of the assets offered for sale by all of the Debtors (with the exception of any assets expressly excluded from the sale), or (b) all of the assets offered for sale by any one or more of the Debtors (with the exception of any assets expressly excluded from the sale). In addition, Debtors will offer for sale equity interests in the Debtors.

2. Qualified Bids. Each bidder shall, on or before **September 18, 2015** (the “Bid Deadline”), deliver to the Debtors: (a) a cash deposit of 10% of the bidder’s purchase price offer (the “Deposit”), (b) reasonable proof acceptable to the Debtors of the bidder’s ability to consummate a purchase of the Assets and assumption of the Assumed Liabilities, including copies of such bidder’s annual, quarterly and monthly financial statements for the most recently ended fiscal periods, certified to be true, correct and complete in all material respects, or if the bidder is an entity formed for the purpose of acquiring the Assets, the aforementioned financial statements for the equity holder(s) of the bidder, and evidence of sufficient financing if the bidder intends to finance the purchase, (c) an executed asset purchase agreement (“Bidder’s APA”) on substantially the terms of, or on more favorable terms than those set forth in, the form of Asset Purchase Agreement attached hereto as **Exhibit “1”** (the “Form APA”), which Bidder’s APA shall (i) designate the assets the bidder proposes to purchase, (ii) specify the amount of cash (or other form of consideration acceptable to the Debtors in consultation with OceanFirst Bank) offered by the bidder for the Assets, (iii) not be subject to unperformed due diligence or obtaining financing nor provide for an expense reimbursement or break-up fee in favor of such bidder, (iv) constitute an offer by such bidder to complete its proposed purchase upon the terms set forth therein, which offer shall be irrevocable until conclusion of closing on the Sale of the

Assets to the Successful Bidder, (v) include a copy of a board resolution or similar document demonstrating the authority of the bidder to submit an offer to purchase the Assets on the terms proposed by such bidder and which identifies the individual(s) authorized to act on behalf of the bidder, (vi) be accompanied by a marked-up version of the Form APA reflecting all changes that were made to the Form APA to prepare the Bidder's APA, (vii) if the bidder is acting in concert with anyone else in connection with its bid, be accompanied by a copy of any Agreement between the bidder and any third party that relates to bidding on or acquiring any assets of any Debtor, and if no written agreement exists then the bid shall be accompanied by a written explanation of any agreement or understanding between the bidder and any third party with respect to bidding on or acquiring any assets of any Debtor, and (viii) if the bidder's offer includes an offer to purchase a liquor license or licenses, the offer shall state the amount offered for the liquor license(s) as a dollar amount separate from the amount offered for all other assets included in the offer (a "Qualified Bid").

Nothing in these Bid Procedures shall prevent the Debtors, in the exercise of their business judgment, from considering bids for the purchase of less than substantially all of the Debtors' assets. All bid proposals must be delivered to the Broker at the address set forth above. Upon receipt of a bid proposal the Broker shall promptly e-mail a copy thereof, together with all writings received with the bid proposal, to Debtors' counsel Subranni Zauber LLC at jleon@subranni.com, and OceanFirst Bank's counsel Neal Ruben ("Bank Counsel") at rubes13@aol.com. All Deposits shall be held in a single non-interest bearing account established by the Broker for such purpose, which account shall hold only Deposits and no other funds.

3. Qualified Bidders. Only those persons who have submitted a Qualified Bid in compliance with these Bid Procedures shall be a "Qualified Bidder." If a bid submitted on or before the Bid Deadline fails to meet all the requirements of a Qualified Bid, the Debtors are entitled to work with such bidder in an effort to cure any defects in the bid and to cause such bid to become a Qualified Bid prior to the commencement of the Auction. Notwithstanding anything to the contrary contained herein, OceanFirst Bank shall be deemed to be a Qualified Bidder for purpose of making any credit bid and participating in any auction, without the need for compliance with any of the requirements contained in section 2 above.

4. Due Diligence. Upon execution of a confidentiality agreement in a form acceptable to the Debtors, any bidder that wishes to conduct due diligence on the Debtors or their assets shall be granted access to all material information that has been or will be provided to other bidders, subject, in all cases, to the terms and conditions of the confidentiality agreement, applicable law or other restrictions the Debtors may deem necessary or appropriate to protect the proprietary information of the Debtors. The due diligence period for bidders will end one business day prior to the Bid Deadline, but may be extended by the Debtors in their sole discretion for any bidder. During the Due Diligence Period, the Debtors shall coordinate all reasonable requests for additional information and due diligence access from potential bidders. No conditions relating to the completion of due diligence shall be permitted to exist after the Bid Deadline. The assets shall be sold on an "as is, where is" basis with all faults, and by submitting a bid each potential bidder acknowledges such. The due diligence materials are provided to prospective bidders

without any representation or warranty of any kind as to the correctness or accuracy of any information provided.

5. Auction. If the Debtors receive at least Qualified Bid, an Auction will be held at the office of Debtors' attorneys Subranni Zaubler LLC, Willow Ridge Executive Office Park, 750 Route 73 South – Suite 307B, Marlton, NJ 08053, commencing at 10:00 a.m. (prevailing Eastern Time) on **September 22, 2015**. Each Qualified Bidder shall be invited to attend the Auction. The auction will not be open to the general public. Attendance at the auction is limited to representatives of the broker Equity Partners HG LLC, representatives of the Debtors, Qualified Bidders and their advisors, a representative of the office of the United States Trustee, creditors and their representatives, and equity holders and their representatives. Attendance at the auction must be in person. In the event of a dispute regarding the right of any person to attend the auction, Debtors' attorneys shall attempt to schedule a telephone conference call with the Court, to resolve the dispute before the Auction is held. The Assets shall be sold free and clear of all liens, claims, encumbrances, and interests to the extent authorized by Bankruptcy Code section 363(f). The following rules shall govern the Auction:

- a. The opening bid at any such Auction shall be (a) the highest and/or best offer of a Qualified Bidder for substantially all of the Debtors' assets, as selected and announced by the Debtors, or (b) if Debtors elect to offer substantially all assets of the each Debtor for sale separately (or in any combination), then the opening bid for each lot of assets offered will be the highest or best offer for that particular lot of assets, as selected and announced by the Debtors.
- b. Only Qualified Bidders may bid at the Auction. Each Qualified Bidder shall have the right to continue to improve its Qualified Bid at the Auction.
- c. Each subsequent overbid must provide an incremental amount of at least \$50,000.00 of value to the Debtors, or such lower amount as designated by the Debtors from time to time.
- d. If the bidder's offer includes an offer to purchase a liquor license or licenses, the offer shall state the amount offered for the liquor license(s) as a dollar amount separate from the amount offered for all other assets included in the offer.
- e. If Debtors begin the auction with bidding for substantially all of the Debtors' assets, then at the conclusion of that bidding the Debtors in their discretion may open the floor to bidding on specified assets of only one or more of the Debtors.
- f. Subject to the limitations set forth in these Bid Procedures, at the conclusion of the Auction and subject to Court approval following the Auction, the Debtors shall announce the highest or otherwise best bid(s) for the Assets (the "Successful Bidder") and the backup bidder(s) (the "Backup Bidder"). The Deposits made by the Successful Bidder and the Backup Bidder shall continue to be held in escrow until the conclusion of the closing on the sale of the Assets; all other Deposits shall be returned to the parties that made the Deposits, within ten business days after the auction is concluded.

g. If the Debtors announce that they are not accepting a single bid as the highest or best bid for all of the Assets, and instead are accepting separate bids for different assets of the Debtors, then these Bid Procedures shall apply to each separate bid accepted by the Debtors, as a separate sale.

h. The Auction may be adjourned by the Debtors from time to time, without further notice other than an announcement of such adjournment by the Debtors at the Auction.

i. All parties' rights under section 363(k) of the Bankruptcy Code are preserved. In the event a valid credit bid (subject to and in accordance with section 363(k) of the Bankruptcy Code) is received for the Assets, it shall be deemed in all respects to be equal in value to an all-cash bid in an amount equal to the face value of such credit bid on a dollar-for-dollar basis. Provided, however, that no credit bid is permitted with respect to any liquor license offered for sale.

6. Successful Bidder. The Debtors may base the selection of the Successful Bidder and Backup Bidder on the following factors, among others: purchase price; liabilities to be assumed in accordance with the bid; modifications to the Form APA submitted with the bid; any issues relating to assignment of any executory contracts and unexpired leases; any regulatory issues implicated by the proposed sale transaction; and each bidder's financial strength and ability to timely close on the proposed sale. The Debtors may (a) refuse to consider any bid that fails to comply with the Bid Procedures, and (b) reject any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bid Procedures or the terms and conditions of sale or (iii) contrary to the best interests of Sellers, their estates and creditors. After the determination of the Successful Bidder, the Debtors and the Successful Bidder shall promptly execute the Bidder's APA previously executed and submitted by such Successful Bidder, after making any changes thereto necessitated by the parties' actions at the Auction.

7. Backup Bidder. The Backup Bidder's Deposit shall be returned to the Backup Bidder within ten business days after the Successful Bidder closes on and acquires the Assets. If the Successful Bidder fails to consummate the sale, breaches the asset purchase agreement that it executed, or otherwise fails to perform, (a) the Debtors may in their discretion consummate the proposed sale with the Backup Bidder (which hereafter shall be included in the definition of "Successful Bidder") without the need for further Court approval, (b) the Debtors will retain the Deposit of the defaulting bidder and (c) the Debtors will maintain the right to pursue all available remedies against such bidder.

8. Sale of Equity Interests. Notwithstanding the provisions hereof, if the Debtors ultimately agree to sell equity interests rather than Assets, the Debtors and the Successful Bidder with respect to the equity interests shall confer regarding the form of an Agreement of Sale and the procedures to seek court approval of the sale.

9. Reservation of Rights. The Debtors reserve the right to modify these Bid Procedures in any manner that will best promote the goals of the Sale.

10. Fees and Expenses. All bidders submitting bids shall bear their own fees and expenses in connection with the bid, the bid process, the Auction and the proposed sale, whether or not such sale is ultimately approved. Further, by submitting a bid, a bidder shall be deemed to waive its right to pursue a substantial contribution claim under section 503 of the Bankruptcy Code in any way related to the submission of its bid, the bid process, the Auction or the Sale.

Exhibit 1 – Form APA

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY

<p>John P. Leon (JL4638) Margaret A. Holland (MH4707)) Subranni Zauber LLC 750 Route 73 South – Suite 307B Marlton, NJ 08053 (609) 347-7000; FAX (609) 345-4545 Attorneys for Debtors</p>	
<p>In Re: RENAULT WINERY, INC. ¹ Debtor</p>	<p>Case No.: 14-33075-ABA Judge: Andrew B. Altenburg, Jr. Chapter 11 Jointly Administered Hearing Date: September 1, 2015 10:00 a.m. Objection Deadline: August 25, 2015</p>

Order Approving the Sale and Purchase of the Assets of the Debtors Free and Clear Of Liens, Claims, Encumbrances and Interests And Granting Related Relief

The relief set forth on the following pages two (2) through seventeen (17) is hereby ORDERED:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Renault Realty Co., LLC, (9787), Renault Golf, LLC (0618), Renault Winery Properties, LLC (7686), Tuscany House, LLC (6179), and Renault Winery, Inc. (7686). The mailing address for each of the Debtors is 72 North Bremen Ave., Egg Harbor City, NJ 08215.

The Court has considered the motion (the “Sale Motion”) of Renault Winery, Inc. and its jointly administered debtors (collectively, the “Debtors” or “Sellers”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) pursuant to sections 105, 363 and 365 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”), Rules 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 6004-1, 6004-2, and 6004-3 of the District of New Jersey Local Bankruptcy Rules (the “Local Rules”) seeking, among other things, entry of an order (a) authorizing and approving the sale of the Assets² (the “Sale”) pursuant to that certain Asset Purchase Agreement, dated _____, 2015 (including any and all exhibits, schedules and ancillary agreements related thereto, and as may be amended from time to time, the “Agreement”) by and among the Debtors and _____ (together with any permitted assignee designated to effect the transactions contemplated by the Agreement, the “Purchaser”) free and clear of all liens, claims, encumbrances and interests (other than Permitted Encumbrances and Assumed Liabilities), in accordance with the terms and conditions contained in the Agreement (the “Sale Transaction”) and (b) granting related relief; and this Court having entered an order on _____, 2015 [Docket No. _____] (the “Bid Procedures Order”) approving, among other things, the dates, deadlines and bidding procedures (the “Bid Procedures”) with respect to, and notice of, the Sale Transaction; and an auction (the “Auction”) having been held on September _____, 2015 in accordance with the Bid Procedures Order; and the Debtors having determined that the Agreement represents the highest or best bid for the Assets; and a hearing having been held on September _____, 2015 (the “Sale Hearing”) to consider approval of the Agreement; and it appearing that

² Capitalized terms that are used but not defined herein shall have the meaning given to them in the Motion.

the relief requested in the Sale Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and proper and sufficient notice of the Sale Motion having been given to parties in interest in these Chapter 11 Cases; and all such parties having been afforded due process and an opportunity to be heard with respect to the Sale Motion and all relief requested therein; and the Court having reviewed and considered: (i) the Sale Motion; (ii) the objections to the Sale Motion, if any; and (iii) the arguments of counsel, and the evidence proffered or admitted at the Sale Hearing; and after due deliberation, and sufficient cause appearing;

IT HEREBY IS FOUND AND CONCLUDED THAT:

A. Any finding of fact contained herein shall constitute a finding of fact even if it is stated as a conclusion of law, and any conclusion of law contained herein shall constitute a conclusion of law even if it is stated as a finding of fact. The Court's findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing.

B. The Court has jurisdiction over this matter, over the property of the Debtors' estates (including the Assets that are the subject of the Agreement) pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The statutory and other bases for the relief sought in the Sale Motion are sections 105, 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014 and Local Rules 6004-1, 6004-2, and 6004-3.

D. As evidenced by the Certifications of Service on file with the Court: (i) timely and sufficient notice of the Bid Procedures, the Auction, the Sale Hearing, and the Sale Motion has

been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the Bid Procedures Order; and (ii) no other notice of the Bid Procedures, the Auction, the Sale Hearing, the Agreement, the Sale Transaction or the Sale Motion is required.

E. Actual written notice of, and a reasonable opportunity to object and to be heard with respect to, the Sale Motion has been given to all required interested persons and entities.

F. The Debtors have conducted a fair and open sale process in a manner reasonably calculated to produce the highest and otherwise best offer for the Assets in compliance with the Bid Procedures Order. The sale process, Bid Procedures and Auction were non-collusive, duly noticed and afforded a full, fair and reasonable opportunity for any person to make a higher and/or better offer to purchase any or all of the Assets. The bidding and related procedures established by the Bid Procedures Order have been complied with in all material respects by the Debtors, the Purchaser and their respective counsel and other advisors.

G. The Debtors provided all interested parties with timely and proper notice of the Sale, Sale Hearing and Auction. Notice of the Debtors' assumption and assignment to the Purchaser of the Assumed Contracts has been provided to each non-debtor party to the Assumed Contracts, together with a statement therein with respect to the amount, if any, to be paid to such non-debtor party under section 365(b) of the Bankruptcy Code as a condition to the assumption and assignment thereof. Each of the non-Debtor parties to the Assumed Contracts has had an opportunity to object to the Cure Amounts set forth in the notice. In addition, the Purchaser has provided adequate assurance of its ability to perform its obligations under each of the Assumed Contracts within the meaning of section 365(f)(2)(B) of the Bankruptcy Code. The Assumed Contracts may therefore be assumed by the Debtors and sold and assigned to the Purchaser.

H. As evidenced by the Certifications of Service previously filed with this Court,

proper, timely, and sufficient notice of the Sale Motion, Auction, Sale Hearing and Sale Transaction has been provided in accordance with sections 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014. The Debtors also have complied with all obligations to provide notice of the Sale Motion, Auction, Sale Hearing and Sale Transaction required by the Bid Procedures Order. The notices described above were proper and sufficient under the circumstances and no other notice of the Sale Motion, Auction, Sale Hearing, Sale Transaction or assumption, assignment, transfer and/or sale of the Assumed Contracts is required.

I. The Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are not required to take any corporate or other entity action to authorize and approve the Agreement and the consummation of the Sale Transaction. Upon entry of this Sale Order, the Debtors shall have full authority to consummate the Agreement and transactions contemplated by the Agreement.

J. Approval of the Agreement and consummation of the Sale Transaction is in the best interests of the Debtors, their estates, and creditors. The Debtors have demonstrated good, sufficient and sound business purposes and justifications for the Sale to the Purchaser pursuant to section 363(b) of the Bankruptcy Code.

K. The Agreement was negotiated, proposed and entered into by the Debtors and the Purchaser without collusion, in good faith, and at arms' length bargaining positions. The Purchaser is not an "insider" or an "affiliate" of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code.

L. The Sale price for Assets was not controlled by any agreement among potential bidders at such sale and neither the Debtors nor the Purchaser engaged in collusion or any other conduct that would cause or permit the Agreement or Sale Transaction to be avoidable under

section 363(n) of the Bankruptcy Code. Accordingly, neither the Agreement nor the Sale Transaction may be avoided and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code.

M. The Purchaser is a good faith purchaser under Bankruptcy Code section 363(m) and, as such, is entitled to all of the protections afforded thereby. The Purchaser is acting in good faith within the meaning of Bankruptcy Code section 363(m) in consummating the Sale Transaction. The Purchaser has proceeded in good faith in all respects in that, among other things, (i) the Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Assets; (ii) the Purchaser complied with the provisions of the Bid Procedures Order; (iii) the Purchaser's bid was subjected to the competitive Bid Procedures set forth in the Bid Procedures Order; (iv) no common identity of directors or officers exists among the Purchaser and the Debtors; and (v) all payments to be made by the Purchaser and all other material agreements or arrangements entered into by the Purchaser and the Debtors in connection with the Sale Transaction have been disclosed and are appropriate.

N. The consideration to be provided by the Purchaser pursuant to the Agreement: (i) is fair and reasonable under the circumstances; (ii) is the highest or otherwise best offer for the Assets; and (iii) constitutes reasonably equivalent value and fair consideration. The Debtors' determination that the Agreement constitutes the highest or otherwise best offer for the Assets is a result of due deliberation by the Debtors and constitutes a valid and sound exercise of the Debtors' business judgment consistent with their fiduciary duties. Entry of an order approving the Sale Motion, the Agreement and the Sale Transaction is a necessary condition precedent to the Purchaser consummating the Sale Transaction.

O. The transfer of the Assets to the Purchaser will be a legal transfer of the Assets and

will vest the Purchaser with all right, title and interest of the Debtors to the Assets free and clear of all liens, claims, encumbrances and other interests of any kind to the fullest extent authorized by the Bankruptcy Code, other than (i) Permitted Encumbrances and Assumed Liabilities and (ii) permits or licenses that are subject to review and approval by a Governmental Authority *as* provided in the Agreement; provided, that all liens, claims, encumbrances and interests of which the Assets are sold free and clear shall attach to the proceeds of the sale in order of their respective priorities.

P. The Purchaser would not have entered into the Agreement and would not consummate the Sale Transaction if the transfer of the Assets to the Purchaser was not free and clear of all liens, claims, encumbrances and other interests of any kind and every kind whatsoever (other than Permitted Encumbrances and Assumed Liabilities), or if the Purchaser would, or in the future could, be liable for any such liens, claims, encumbrances or other interests. A sale of the Assets other than one free and clear of such liens, claims, encumbrances and other interests would adversely impact the Debtors' estates, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale Transaction.

Q. The Debtors may sell the Assets free and clear of all liens, claims, encumbrances and interests of any kind or nature whatsoever (other than Permitted Encumbrances and Assumed Liabilities), because, in each case, one or more of the standards set forth in section 363(f)(1) through (5) of the Bankruptcy Code have been satisfied. Each entity with a lien, claim, encumbrance or other interest in the Assets to be transferred on the Closing Date (as defined in the Agreement) (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale Transaction or is deemed to have consented; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such lien, claim, encumbrance or interest; or (iii)

otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of liens, claims, encumbrances and interests who did not object to the Sale Motion are deemed to have consented to the Sale.

R. The transfer of the Assets to the Purchaser, including the assumption by the Debtors and assignment to the Purchaser of the Assumed Contracts, will not subject the Purchaser to any liability (including any successor liability) with respect to the operation of the Debtors' businesses prior to the Closing Date, except that the Purchaser shall be liable for the Assumed Liabilities. The Purchaser (i) is not, and shall not be, considered a successor to the Debtors; (ii) has not, de facto or otherwise, merged with or into the Debtors; (iii) is not a continuation or substantial continuation of the Debtors or any enterprise of the Debtors; (iv) does not have a common identity of incorporators, directors or equity holders with the Debtors; and (v) is not holding itself out to the public as a continuation of the Debtors.

S. The Agreement is a valid and binding contract between the Debtors and the Purchaser, which is enforceable according to its terms. The Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors.

T. The assumption, assignment and/or transfer of the Assumed Contracts pursuant to the terms of this Sale Order is integral to the Agreement and is in the best interests of the Debtors and their estates and creditors, and constitutes a valid and sound exercise of the Debtors' business judgment consistent with their fiduciary duties.

U. Pursuant to Bankruptcy Code section 365, upon payment of the Cure Amounts, the Debtors or the Purchaser, as applicable, shall have: (i) cured any monetary default existing prior to the Petition Date under any of the Assumed Contracts; and (ii) provided compensation or adequate assurance of compensation to any party for actual pecuniary loss to such party resulting from a

default prior to the Petition Date under any of the Assumed Contracts.

V. The Sale Transaction must be approved and consummated promptly in order to preserve the viability of the businesses and maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale Transaction Debtors have shown cause why this Sale Order should not be subject to any stay imposed by Bankruptcy Rules 6004(h) and 6006(d).

W. The Sale Transaction does not constitute a de facto plan of reorganization or liquidation as it does not (i) impair or restructure existing debt of, or equity interests in, the Debtors; (ii) impair or circumvent voting rights with respect to any plan proposed by the Debtors; (iii) circumvent chapter 11 plan safeguards, such as those set forth in Bankruptcy Code sections 1125 and 1129; or (iv) classify claims or equity interests or extend debt maturities.

X. The consummation of the Sale Transaction is legal and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale Transactions.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Sale Motion is GRANTED as set forth herein.
2. Any objections to the Sale Motion or the entry of this Sale Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are denied and overruled on the merits and with prejudice.
3. The Agreement and the Sale Transaction are APPROVED in all respects.
4. Pursuant to section 363 of the Bankruptcy Code, the Debtors are authorized to (i) execute, deliver and perform the terms of the Agreement and the Sale Transaction together with all additional documents that are requested by the Purchaser which are reasonably necessary or

desirable to implement the Agreement, (ii) take any and all actions as the Debtors deem necessary, appropriate or advisable for the purpose of assigning and transferring the Assets to the Purchaser, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement, (iii) assume and assign any Proposed Assumed Contract or Lease with respect to which the applicable contract counterparty did not file an objection by the applicable objection deadline; and (iv) take all other and further acts or actions as may be reasonably necessary to implement the Sale Transaction.

5. Pursuant to Bankruptcy Code sections 105(a), 363(f) and 365(b), upon the Closing Date: (i) the transfer of the Assets to the Purchaser pursuant to the Agreement shall constitute a legal, valid and effective transfer of the Assets and shall vest the Purchaser with all right, title and interest of the Debtors in and to the Assets; and (ii) the Assets shall be transferred to the Purchaser free and clear of all liens, claims, encumbrances and other interests of any and every kind whatsoever (including liens, claims, encumbrances and interests of any Governmental Authority), other than Permitted Encumbrances and Assumed Liabilities, in accordance with section 363(f) of the Bankruptcy Code, and any such liens, claims, encumbrances and interests of which the Assets are sold free and clear shall attach to the proceeds of the Sale Transaction, in the order of their priority, with the same validity, force and effect they had against the Assets prior to the entry of this Sale Order, subject to any rights, claims and defenses the Debtors and all interested parties may possess with respect thereto.

6. Upon conclusion of the Closing, this Sale Order shall be considered and constitute for all purposes a full and complete general assignment, conveyance and transfer to Purchaser of the Assets acquired under the Agreement, transferring good, marketable, indefeasible title to the Assets to the Purchaser.

7. This Sale Order is and shall be effective as a determination that all liens, claims, encumbrances and interests, other than Permitted Encumbrances and Assumed Liabilities, shall be and are, without further action by any person, released with respect to the Assets upon conclusion of the Closing. After the Closing Date, no holder of any liens, claims, encumbrances and interests, other than Permitted Encumbrances and Assumed Liabilities, or other party in interest, may interfere with the Purchaser's use and enjoyment of the Assets based on or related to such lien, claim, encumbrance or other interest, and no party may take any action to prevent, interfere with, or impair consummation of the Sale Transaction. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Assets to the Purchaser in accordance with the terms of the Agreement and this Sale Order.

8. The Purchaser and its Affiliates, successors and assigns shall not be deemed or considered a successor to the Debtors or the Debtors' estates by reason of any theory of law or equity. The Purchaser has not assumed, nor is it in any way responsible for, any liability or obligation of the Debtors or the Debtors' estates, except with respect to the Assumed Liabilities, or as otherwise expressly provided in the Agreement or herein. Without limitation, the Purchaser and its Affiliates, successors and assigns shall have no successor, transferee or vicarious liability of any kind, including, without limitation, under any theory of foreign, federal, state or local antitrust, environmental, successor, tax, ERISA, assignee or transferee liability, labor, product liability, employment, de facto merger, substantial continuity, or other law, rule, regulation or doctrine, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, without

limitation, liabilities on account of any taxes or other Governmental Authority fees, contributions or surcharges, in each case arising, accruing or payable under, out of, in connection with, or in any way relating to, the operation of the Debtors or the Assets prior to the Closing Date, or arising based on actions of the Debtors taken after the Closing Date.

9. Except to the extent expressly included in the Assumed Liabilities or to enforce the Agreement, pursuant to sections 105 and 363 of the Bankruptcy Code, all persons and entities, including, without limitation, the Debtors, all creditors, all equity security holders, the Debtors' employees and former employees, all governmental authorities shall be forever barred and permanently enjoined from asserting, prosecuting or otherwise pursuing such liens, claims, encumbrances or other interests, whether by actions to obtain payment, by setoff, or otherwise, directly or indirectly, against the Purchaser or successor or assign thereof, or against the Assets.

10. To the extent a counterparty to a Proposed Assumed Contract failed to timely object to a Cure Amount, such Cure Amount shall be deemed to be finally determined and any such counterparty shall be prohibited from objecting to or denying the validity and finality of the Cure Amount at any time; such Cure Amount, when paid, shall completely revive any Assumed Contract to which it relates. The Debtors are authorized to assume and assign any Proposed Assumed Contract with respect to which the contract counterparty did not file an objection by the applicable objection deadline.

11. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all non-Debtor parties to the Assumed Contracts are forever barred and permanently enjoined from raising or asserting against the Debtors or the Purchaser any assignment fee, default, breach or claim or pecuniary loss arising under or related to the Assumed Contracts existing as of the Petition Date or any assignment fee or condition to assignment arising by reason of the Closing, other than with

respect to the allowance and payment of any Cure Amount as provided in this Sale Order and in the Agreement.

12. The consideration provided by the Purchaser for the Assets under the Agreement is fair and reasonable and constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act.

13. The Agreement and Sale Transaction shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Agreement or the Sale Transaction.

14. The Agreement and the Sale Transaction are undertaken by the Purchaser without collusion and in good faith, as that term is used in Bankruptcy Code section 363(m) and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Agreement and the Sale Transaction shall not affect the validity of the sale of the Assets to the Purchaser, unless this Sale Order is duly stayed pending such appeal. The Purchaser is a good faith purchaser of the Assets and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code. The Debtors and the Purchaser will be acting in good faith if they proceed to consummate the Sale Transaction at any time after the entry of this Sale Order.

15. All persons and entities that are in possession of some or all of the Assets as of or after the Closing Date shall surrender possession of such Assets to the Purchaser as of the Closing Date.

16. This Sale Order is and shall be binding on and shall govern acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of fees, registrars of deeds, administrative agencies,

governmental departments, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the Purchaser is the assignee and owner of the Assets free and clear of all liens, claims, encumbrances and interests, other than Permitted Encumbrances and Assumed Liabilities (all such entities being referred to as "Recording Officers"). All Recording Officers are authorized and specifically directed to discharge and remove all recorded mortgages, encumbrances, claims, liens and other interests against the Assets recorded prior to the date of this Sale Order, other than Permitted Encumbrances. A certified copy of this Sale Order may be filed with the appropriate Recording Officers to evidence cancellation of any recorded encumbrances, claims, liens and other interests against the Assets recorded prior to the date of this Sale Order, other than Permitted Encumbrances.

17. To the greatest extent permitted under applicable law and to the extent provided for under the Agreement, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors with respect to the Assets; to the extent provided for under the Agreement, all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been transferred to the Purchaser as of the Closing Date, subject to any limitation imposed by applicable law. To the extent any license or permit necessary for the operation of the businesses at those locations assumed by the Debtors and assigned to the Purchaser is not an assumable and assignable executory contract, the Purchaser shall make reasonable efforts to apply for and obtain any such license or permit promptly after the Closing Date, and Debtors shall cooperate reasonably with the Purchaser in those efforts. All existing licenses or permits applicable to the

businesses shall remain in place for the Purchaser's benefit until either new licenses and permits are obtained or existing licenses and permits are transferred in accordance with applicable administrative procedures, to the extent permitted by applicable law.

18. The acts or actions that the Debtors are required to take under the Agreement or this Sale Order after the Closing Date or as otherwise set forth in the Agreement shall be taken at the Purchaser's expense (and subject to all related terms and conditions of the Agreement).

19. The terms and provisions of the Agreement, any ancillary agreements and this Sale Order shall be binding in all respects on, and shall inure to the benefit of the Debtors, the Purchaser and its affiliates, successors and assigns, and any other affected third parties, notwithstanding the dismissal of any or all of the Debtors' cases or any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, or conversion of any or all of the Debtors' cases to cases under chapter 7. The Agreement, the Sale Transaction and this Sale Order shall be enforceable against and binding on, and shall not be subject to rejection or avoidance by, any chapter 7 or chapter 11 trustee appointed in these Chapter 11 Cases.

20. Nothing contained in any chapter 11 plan confirmed in the Debtors' cases, in any order confirming any such plan, or in any other order entered in these Chapter 11 Cases (including, without limitation, any order entered after any conversion of any or all of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code) or in any related proceeding shall alter, conflict with, or derogate from the provisions of the Agreement or the terms of this Sale Order.

21. The Agreement and any related agreements, documents or other instruments may be amended by the parties in a writing signed by such parties without further order of the Court, provided that any such amendment does not have a material adverse effect on the Debtors or the

Debtors' estates.

22. The failure to include specifically any particular provision of the Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement approved in its entirety (including any amendments thereto as may be made by the parties in accordance with this Sale Order prior to the Closing Date). To the extent of any inconsistency between the provisions of this Sale Order, the Agreement and any documents executed in connection therewith, the provisions contained in this Sale Order, the Agreement, and any documents executed in connection therewith shall govern, in that order.

23. The provisions of this Sale Order authorizing the sale and assignment of the Assets free and clear of all liens, claims, encumbrances and interests (other than Permitted Encumbrances and Assumed Liabilities) shall be self-executing, and notwithstanding the failure of the Debtors, the Purchaser or any other party to obtain or file mortgage discharges, financing statement termination statements, assignments, or other instruments to effectuate the provisions hereof, all liens, claims, encumbrances and other interests on or against such Assets (other than Permitted Encumbrances), if any shall be deemed released, discharged and terminated in all respects. To the extent the Purchaser deems it necessary or appropriate, if, upon consummation of the transactions set forth in the Agreement, any person or entity that has filed any statement or document evidencing liens, claims, encumbrances or other interests on or in all or any portion of the Assets (other than Permitted Encumbrances) shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements and any other documents necessary or desirable to the Purchaser for the purpose of documenting the release of all such liens, claims, encumbrances or other interests, the Purchaser is hereby authorized (but not

required) to execute and file such mortgage discharges, UCC termination statements, and/or other documents on behalf of such person or entity with respect to the Assets.

24. From time to time, as and when requested, each party to the Agreement (a) shall execute and deliver (or cause to be executed and delivered) all such documents as such other party may reasonably deem necessary or desirable to consummate the Sale Transaction, and (b) shall take or cause to be taken, all such other acts or actions as such other party may reasonably deem necessary or desirable to consummate the Sale Transaction.

25. To the extent applicable, the automatic stay pursuant to section 362(a) of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court (a) to allow the Purchaser to give the Debtors any notice under the Agreement and (b) to allow the Purchaser to take any and all acts or actions in accordance with the Agreement.

26. Notwithstanding the provisions of Bankruptcy Rules 6004(h), or 6006(d), this Sale Order shall be effective and enforceable immediately and shall not be stayed. Time is of the essence in closing the Sale Transaction, and the Debtors and the Purchaser intend to close the Sale Transaction as soon as practicable. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Any party objecting to this Sale Order must exercise due diligence in filing an appeal and pursuing a stay, or risk its appeal being dismissed as moot.

27. This Court shall retain exclusive jurisdiction to resolve any controversy or claim arising out of or related to this Sale Order, the Agreement or any related agreements, including, without limitation: (i) any actual or alleged breach or violation of this Sale Order, the Agreement or any related agreements; (ii) the enforcement of any relief granted in this Sale Order; and (iii) as otherwise set forth in the Agreement.

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

John P. Leon (JL4638) Subranni Zauber LLC 750 Route 73 South – Suite 307B Marlton, NJ 08053 (609) 347-7000; FAX (609) 345-4545 Attorneys for Debtors	
In Re: RENAULT WINERY, INC. ¹ Debtor	Case No.: 14-33075-ABA Judge: Andrew B. Altenburg, Jr. Chapter 11 Jointly Administered Hearing Date: September 1, 2015

**Certification of Keith Roy in Support of Motion for
Order (A) Authorizing and Approving Bid Procedures To
Be Employed In Connection With the Proposed Sale of the Assets
of the Debtors, (B) Scheduling an Auction and Sale Hearing, Authorizing
and Approving Assignment Procedures, Approving the Manner and Form of
Notice of the Auction and Assignment Procedures and (E) Granting Related Relief**

Keith Roy says:

1. I am employed as the Debtors' Finance Manager. I make this Certification in support of the Debtors' Motion described above.
2. I reviewed the Debtor's Motion, and confirm that the facts stated therein are true.
3. None of the Debtors has ever adopted, or advised their customers of, a privacy policy that prohibits the transfer of personally identifiable information of the Debtors' customers; the sale of that information is therefore not inconsistent with any privacy policy of any of the Debtors.

I declare under penalty of perjury that the foregoing statements are true.

August 10, 2015

/s/ Keith Roy
Keith Roy

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Renault Realty, Co., LLC, (9787), Renault Golf, LLC (0618), Renault Winery Properties, LLC (7686), Tuscany House, LLC (6179), and Renault Winery, Inc. (7686). The mailing address for each of the Debtors is 72 North Bremen Ave., Egg Harbor City, NJ 08215.

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

John P. Leon (JL4638) Margaret A. Holland (MH4707) Subranni Zauber LLC 750 Route 73 South – Suite 307B Marlton, NJ 08053 (609) 347-7000; FAX (609) 345-4545 Attorneys for Debtors	
In Re: RENAULT WINERY, INC. ¹ Debtor	Case No.: 14-33075-ABA Judge: Andrew B. Altenburg, Jr. Chapter 11 Jointly Administered Hearing Date: September 1, 2015

**Certification of Hank Waida in Support of Motion for
Order (A) Authorizing and Approving Bid Procedures To
Be Employed In Connection With the Proposed Sale of the Assets
of The Debtors, (B) Scheduling an Auction and Sale Hearing, Authorizing
and Approving Assignment Procedures, Approving the Manner and Form of
Notice of the Auction and Assignment Procedures and (E) Granting Related Relief**

Hank Waida says:

1. I am a Managing Director of Equity Partners HG LLC (“Equity Partners”). By Order dated July 14, 2015 this court approved the Debtors’ retention of Equity as Debtors’ investment banker, to assist the Debtors in obtaining refinancing, an infusion of equity capital, or accomplishing a sale of Debtors’ assets. I make this Certification in support of the Debtors’ motion as set forth above.
2. Equity Partners commenced work on its marketing campaign on July 16, 2015.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Renault Realty, Co., LLC, (9787), Renault Golf, LLC (0618), Renault Winery Properties, LLC (7686), Tuscany House, LLC (6179), and Renault Winery, Inc. (7686). The mailing address for each of the Debtors is 72 North Bremen Ave., Egg Harbor City, NJ 08215.

The advertising to date includes the following:

A. The advertisement set forth on **Exhibit A** hereto was published in the International Edition of the Wall Street Journal on July 16, 21, and 22 (2015).

B. The Press Release attached hereto as **Exhibit B** was issued to the following publications on July 17, 2015:

Newspapers: Courier Post, Atlantic City Press, Philadelphia Inquirer, Philadelphia Daily News.

Trade publications: Hotel Business, Hotel Executive, Hotel Management, Hotels, Golf Business Magazine, Golf Course Industry, Golf Course Management, Practical Winery and Vineyard Journal, Wine Business Monthly, Wines & Vines.

Merger and acquisitions industry publications: Venture Capital Journal, Turnarounds & Workouts, ABL Advisor.

3. The advertisement set forth on **Exhibit C** hereto was mailed to 1,832 prospects on July 13, 2015. This ad was also placed on the Axiel website on July 17, 2015, the PE Nexus website on July 23, 2015 and the Costar website on July 24, 2015.

4. The advertisement set forth on **Exhibit D** hereto was e-mailed to 773 prospects on July 14, 2015.

5. On July 16, 2015 the advertisement set forth on **Exhibit E** hereto was posted on Loopnet. Similar ads were posted to BizBuySell and BizQuest on July 16, 2015 as well.

6. When the proposed Bid Procedures and this Certification are submitted to the court for approval, we will modify the Loopnet, BizzBuySell, Bizquest, Heritage Equity Partners and Heritage Global Partners websites to include a link to the proposed auction timeline and bid procedures. We will also create and issue an e-mail blast outlining the proposed auction timeline and Bid Procedures, and send it to over 115,000 real estate brokers and 8,000 real estate investors across the U.S. and Canada, via "BigBoysBlast." We will also place an ad on the PropertyLine website outlining the opportunity, proposed auction timeline and bid procedures.

7. If and when the court approves the proposed Bid Procedures and auction schedule, we will (a) run a sale ad similar to Exhibit A hereto three times in the Courier Post and three times in the Atlantic City Press, which ads will also include the auction date approved by the court, and (b) repeat the procedures described in paragraph 6, to indicate that the Bid Procedures and auction date have been approved by the court. Also, we will add to the listings on the Heritage Equity Partners and Heritage Global Partners websites a link to the Bid Procedures approved by the court, and we will include that link on the other listed websites when it is possible to do so.

8. I have a substantial amount of experience conducting auctions of the type proposed to be held in these cases. In these cases the Bid Procedures are the "Terms and Conditions of the Auction." Based upon my experience, I believe that most readers of the Bid Procedures would view them as some type of "Legal Notice." It is my experience that advertisements of that type are not effective in producing responses from potential purchasers. In addition, due to the length of the Bid Procedures, it would be cost prohibitive to publish them in a major newspaper. Equity Partners has already received expressions of interest from 34 potential purchasers as a result of the advertisements it has placed to date, and has already conducted site visits with some potential purchasers. Equity Partners will provide the Bid Procedures to any person who expresses interest in the assets that are being sold in these cases.

I declare under penalty of perjury that the foregoing statements are true.

August 10, 2015

/s/ Hank Waida
Hank Waida

Exhibit A

Exhibit B

FOR IMMEDIATE RELEASE

CONTACT: Hank Waida
866-969-1115 x5
HWaida@EquityPartnersHG.com

**RENAULT WINERY RESORT & GOLF RETAINS M&A SPECIALIST,
HERITAGE EQUITY PARTNERS**

July 7, 2015 –Renault Winery Resort & Golf has retained Heritage Equity Partners to seek a joint venture partner, equity investor, or buyer for the winery, golf course, and hotel facilities in Egg Harbor, NJ. This 1,100 acre property contains a 54 room hotel, 18- hole championship public golf course, and historic 40 acre winery and banquet facilities. Renault Winery Resort & Golf and Heritage Equity Partners will consider investor for, or sale of, each business individually, as well as 320 acres of property available for real estate development.

Established in 1864, Renault Winery has recently celebrated its 150th anniversary. This historic winery holds the third oldest winery license in the united states and is able to harvest 12 different types of grapes, and can produce 100,000 bottles annually of 25 different Wine and Champagne blends for commercial sale. The winery is the winner of the 2015 Governor’s Cup for their 2012 Renault Merlot. There are two buildings on the winery property. The Café Building is a single story structure containing a dining area and kitchen. The Main Complex building is a two story, 61,658 square foot structure that features a winery and warehouse area, wine tasting room, gift shop, two banquet rooms and kitchen, reception area, and a unique “Wine Glass Museum” featuring over 400 wine glasses, dating back to the 13th century. There is also a gourmet restaurant with two dining areas and kitchen prep area on the second floor.

The Tuscany Hotel is a 54 room “Tuscan” themed hotel encompassing 57,500 square foot of space on 8.26 acres that is shared with a 190 seat restaurant, 200 seat banquet room, as well as two additional private rooms.

The Vineyard Golf Course is a Championship public 7,213 yard, par 72 course located on 168 acres of land. Approximately 30,000 rounds played per year on The Vineyard Golf Course. The course has 31 acres of vineyards and includes a pro shop, maintenance, and golf cart storage buildings.

Hank Waida, a Managing Director at Heritage Equity Partners, stated “This is a unique opportunity to invest in or acquire one or more of the business units that make up this a turnkey resort complex, with a long history in the Egg Harbor City, New Jersey area, a strong name and a well-diversified revenue stream, a strong repeat customer base and substantial room for growth including land for prime real estate development.”

Heritage Equity Partners, formerly “Equity Partners”, based in Easton, MD provides investment banking services and has completed in excess of 400 engagements throughout the United States since 1988.

#####

Exhibit C

Winery - Golf Course - Hotel

\$6.8MM Revenue - Egg Harbor City, NJ

Our firm has been retained to seek a joint venture partner, equity investor, or buyer for the **Renault Winery Resort & Golf**. This 1,100 acre property contains a 54 room hotel, 18-hole championship public golf course, and historic 40 acre winery and banquet facilities that can accommodate individuals, corporate events, and weddings. Will consider investor for, or sale of, each business individually. Approximately 320 acres of property available for prime real estate development.

Renault Winery: Established in 1864, and recently celebrating its 150th anniversary, the winery is able to harvest 12 different types of grapes (5 red and 7 white), and produce 100,000 bottles annually of 25 different Wine and Champagne blends for commercial sale. Winner of the 2015 Governor's Cup for their 2012 Renault Merlot. Currently, the primary customers are bus tours that visit the winery for day tours of the vineyard and wine tastings throughout the week and weekend. Buildings include:

- **Café Building-** Single story structure containing a 1,264 SF dining area and 410 SF kitchen.
- **Main Complex-** Two story 61,658 structure with the following:
 - Ground Floor:** 12,314 SF winery and warehouse area, wine tasting room, 2,000 SF gift shop, two banquet rooms and kitchen of approx. 23,020 SF, reception area, and unique "Wine Glass Museum" featuring over 400 wine glasses, dating back to the 13th century.
 - Second Floor:** 8,052 SF gourmet restaurant with two dining areas and kitchen prep area.

Tuscany Hotel: 54 room "Tuscan" themed hotel encompassing 57,500 SF of space on 8.26 acres that is shared with a 190 seat restaurant, 200 seat banquet room, as well as two additional private rooms that can accommodate 60 & 100 people. Averaged throughout the year, the RevPAR was \$50.64 in 2014. Approvals in place to add an additional 18 rooms.

Vineyard Golf Course: Championship public 7,213 yard, par 72 course located on 168 acres of land. Approximately 30,000 rounds played per year at an average daily rate of \$42.96. The course has 31 acres of vineyards and includes a pro shop, maintenance, and golf cart storage buildings.

This is a unique opportunity to invest in or acquire one or more of the business units that make this a turnkey resort complex, with a long history in the Egg Harbor City, New Jersey area, a strong name and a well-diversified revenue stream, a strong repeat customer base and substantial room for growth including land for prime real estate development.

Bankruptcy court approved sale process already underway, bid deadline and auction date rapidly approaching. Time is of the essence in evaluating this opportunity.

For a complete information package, please CONTACT:

Debbie Beall

Ph: 866-969-1115 x 6 Fx: 866-604-9434

DBeall@EquityPartnersHG.com



Exhibit D

From: Heritage Equity Partners [mailto:dbeall@equitypartnershg.com]

To:

Subject: Winery - Golf Course - Hotel - Egg Harbor City, NJ

Winery - Golf Course - Hotel \$6.8MM Revenue - Egg Harbor City, NJ



Our firm has been retained to seek a joint venture partner, equity investor, or buyer for the Renault Winery Resort & Golf. This 1,100 acre property contains a 54 room hotel, 18- hole championship public golf course, and historic 40 acre winery and banquet facilities that can accommodate individuals, corporate events, and weddings. Will consider investor for, or sale of, each business individually. Approximately 320 acres of property available for prime real estate development.

Renault Winery: Established in 1864, and recently celebrating its 150th anniversary, the winery is able to harvest 12 different types of grapes (5 red and 7 white), and produce 100,000 bottles annually of 25 different Wine and Champagne blends for commercial sale. Winner of the 2015 Governor's Cup for their 2012 Renault Merlot. Currently, the primary customers are bus tours that visit the winery for day tours of the vineyard and wine tastings throughout the week and weekend. Buildings include:

- **Café Building** - Single story structure containing a 1,264 SF dining area and 410 SF kitchen.
- **Main Complex** - Two story 61,658 structure with the following:
 - Ground Floor:** 12,314 SF winery and warehouse area, wine tasting room, 2,000 SF gift shop, two banquet rooms and kitchen of approx. 23,020 SF, reception area, and unique "Wine Glass Museum" featuring over 400 wine glasses, dating back to the 13th century.
 - Second Floor:** 8,052 SF gourmet restaurant with two dining areas and kitchen prep area.

Tuscany Hotel: 54 room "Tuscan" themed hotel encompassing 57,500 SF of space on 8.26 acres that is shared with a 190 seat restaurant, 200 seat banquet room, as well as two additional private rooms that can accommodate 60 & 100 people. Averaged throughout the year, the RevPAR was \$50.64 in 2014. Approvals in place to add an additional 18 rooms.

Vineyard Golf Course: Championship public 7,213 yard, par 72 course located on 168 acres of land. Approximately 30,000 rounds played per year at an average daily rate of \$42.96. The course has 31 acres of vineyards and includes a pro shop, maintenance, and golf cart storage buildings.

This is a unique opportunity to invest in or acquire one or more of the business units that make this a turnkey resort complex, with a long history in the Egg Harbor City, New Jersey area, a strong name and a well-diversified revenue stream, a strong repeat customer base and substantial room for growth including land for prime real estate development.

Bankruptcy court approved sale process already underway, bid deadline and auction date rapidly approaching. Time is of the essence in evaluating this opportunity.

For a complete information package, please CONTACT:



Debbie Beall

Ph: 866-969-1115 x 6 Fx: 866-604-9434

DBeall@EquityPartnersHG.com

By order of the US Bankruptcy Court, District of New Jersey
Case No. 14-33075, 14-33079, 14-33084, 14-33080, and 14-33082

Please complete the [Confidentiality Agreement](#) and fax to (866)906-9434, or email to DBeall@EquityPartnersHG.com to receive the information package.

[To take a look at Heritage Equity Partners' Current Engagements, please click here.](#)

Exhibit E

for sale Enter a location

For Sale For Lease Find a Broker Add Listing My LoopNet

Renault Winery Resort & Golf

72 N Bremen Ave, Egg Harbor City, NJ 08215

Price Not Disclosed

54 Rooms | Hotel & Motel | Get Financing

Presented by Heritage Equity Partners



Contact Listing Broker



Debbie Beall
(866) 969-1115 Ext: 6

First Name Last Name

Email

Phone - - ext

Please send me additional information about this property.

Contact Listing Broker

By clicking "Contact Listing Broker", you are indicating that you have read, understood, and agree to LoopNet's Terms and Conditions.

New to LoopNet? No problem. As a courtesy, LoopNet will automatically create a free account so that you can access more listing details, setup new listing alerts, and more.

We will not share your email address. View our Privacy Policy.

Hotel / Motel For Sale

Price:	Price Not Disclosed	Property Use Type:	Business For Sale
No. Rooms:	54	Distressed:	Yes
Building Size:	57,500 SF	Listing ID	19334531
Property Type:	Hotel & Motel	Last Updated	10 days ago
Property Sub-type:	Full Service		

Find Out More...

Description

Our firm has been retained to seek a joint venture partner, equity investor, or buyer for the Renault Winery Resort & Golf. This 1,100 acre property contains a 54 room hotel, 18- hole championship public golf course, and historic 40 acre winery and banquet facilities that can accommodate individuals, corporate events, and weddings. Will consider investor for, or sale of, each business individually. Approximately 320 acres of property available for prime real estate development.

Renault Winery: Established in 1864, and recently celebrating its 150th anniversary, the winery is able to harvest 12 different types of grapes, and produce 100,000 bottles annually of 25 different Wine and Champagne blends for commercial sale. Winner of the 2015 Governor' s Cup for their 2012 Renault Merlot.

Tuscany Hotel: 54 room Tuscan themed hotel encompassing 57,500 SF of space on 8.26 acres that is shared with a 190 seat restaurant, 200 seat banquet room, as well as two additional private rooms that can accommodate 60 & 100 people.

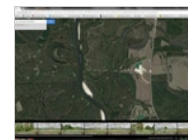
Vineyard Golf Course: Championship public 7,213 yard, par 72 course located on 168 acres of land. Approximately 30,000 rounds played per year at an average daily rate of \$42.96. The course has 31 acres of vineyards and includes a pro shop, maintenance, and golf cart storage buildings.

By order of the US Bankruptcy Court, District of New Jersey

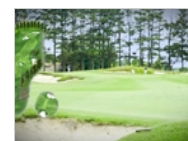
Debbie's Other Listings (View All)



1295 National Hig...
Lavale, MD
Price Not Disclosed
1,362 SF Bldg



Marion Clay & Gr...
Columbia, MS
Price Not Disclosed
872 AC



Vineyard Golf Cou...
Egg Harbor City, NJ
Price Not Disclosed
500 SF Bldg



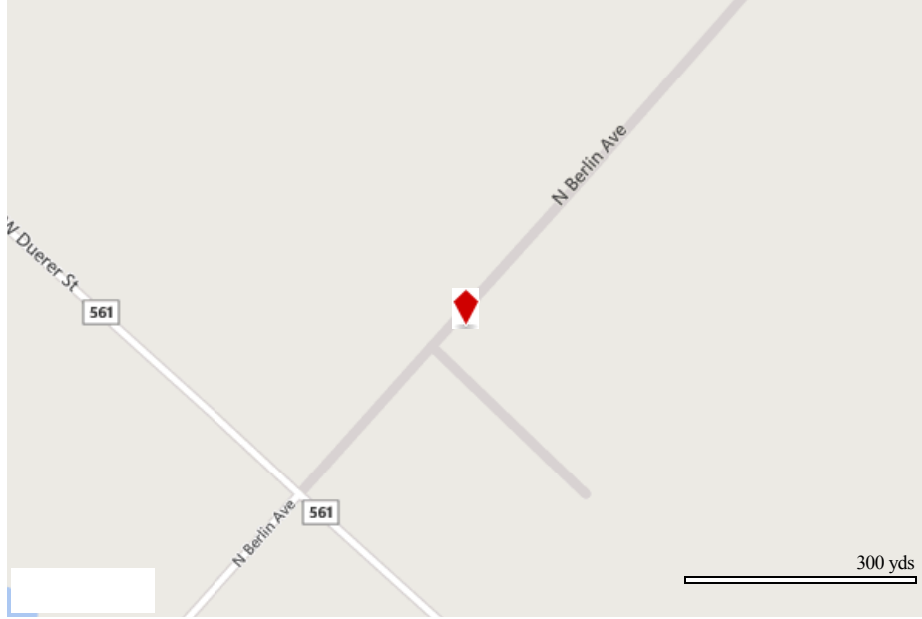
Renault Winery
Egg Harbor City, MD
Price Not Disclosed
61,658 SF Bldg



Tuscany Hotel
Egg Harbor City, NJ
Price Not Disclosed
57,500 SF Bldg

Map of 72 N Bremen Ave, Egg Harbor City, NJ 08215 (Atlantic County)

Hide Map



Research for 72 N Bremen Ave, Egg Harbor City, NJ 08215 (Atlantic County)

Demographics – Population, income & other demographics near 72 N Bremen Ave

Research Price – Recent sales of similar properties

Property Record Data – Historical listings, current tax, mortgage, owners & tenant info for this building

Contact Listing Broker **to find out more details.**



Advertise Here -
Local Branding
Ads

Target potential
customers in your
market.

[Click to learn more](#)



The information above has been obtained from sources believed reliable. While we do not doubt its accuracy we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions, or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax and other factors which should be evaluated by your tax, financial, and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.