SO ORDERED.

SIGNED this 2nd day of June, 2026.

LENA MANSORI JAMES
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
WINSTON SALEM DIVISION

In Re:	)	
	)	
Carolina's Contracting, LLC	)	Case No.: 25-50284 C-11
	)	
Debtor.	)	
	)	

ORDER APPROVING AMENDED MOTION FOR ORDERS PURSUANT TO SECTIONS 105(a), 363 AND 365 OF THE BANKRUPTCY CODE (A) AUTHORIZING AND SCHEDULING AN AUCTION AT WHICH DEBTOR WILL SOLICIT BIDS FOR THE SALE OF CERTAIN ASSETS; (B) APPROVING PROCEDURES FOR SUBMISSION OF COMPETING BIDS; (C) APPROVING BREAKUP FEE PROVISION; (D) SCHEDULING A HEARING TO CONSIDER APPROVAL OF SUCH SALE AFTER BIDDING PROCESS HAS BEEN COMPLETED; (E) APPROVING THE FORM AND MANNER OF NOTICE OF AUCTION PROCEDURES AND SALE HEARING; (F) AUTHORIZING THE OPENING BID AMOUNT IN FAVOR OF SOUTHERN RESOLUTION SERVICES, LLC.; (G) AUTHORIZING THE SALE OF THE ASSETS TO BE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER CLAIMS OF INTEREST AND TRANSFERRING SUCH CLAIMS TO THE PROCEEDS OF SALE; (H) APPROVING THE FORM OF THE ASSET PURCHASE AGREEMENT; AND (I) AUTHORIZING EMPLOYMENT OF A BROKER,
AS FURTHER AMENDED BY MOTION TO MODIFY AMENDED MOTION FOR SALE OF EQUIPMENT

THIS MATTER coming on for initial hearing on April 30, 2026 before the undersigned United States Bankruptcy Judge on Carolina's Contracting, LLC's (hereinafter "Debtor") Amended Motion for orders pursuant to 11 U.S.C. §§ 105, 363, 365 and other applicable sections of the United States Code and pursuant to Rule 6004 of the Federal Rules of Bankruptcy

Procedure for the Court to enter Orders (A) Authorizing and Scheduling an Auction at Which Debtor Will Solicit Bids for the Sale of Certain Assets; (B) Approving Procedures for Submission of Competing Bids; (C) Approving Breakup Fee Provision; (D) Scheduling a Hearing to Consider Approval of Such Sale After Bidding Process Has Been Completed; (E) Approving the Form and Manner of Notice of Auction Procedures and Sale Hearing; (F) Authorizing the Opening Bid Amount in Favor of Southern Resolution Services, LLC; (G) Authorizing the Sale of the Assets to be Free and Clear of All Liens, Claims, Encumbrances and other Claims of Interest and Transferring Such Claims to the Proceeds of Sale; (H) Approving the Form of the Asset Purchase Agreement; and (I) Authorizing Employment of an Auctioneer; filed on March 31, 2026 [Doc. No.379] (the "Amended Motion"). At the hearing on April 30, 2026, Dirk W. Siegmund and Charles M. Ivey, III appeared on behalf of the Debtor, and John Paul H. Cournoyer appeared as the Bankruptcy Administrator. This Amended Motion came back on for hearing to consider necessary additional amendments to the term of sale on May 27, 2026 as set forth in the Motion to Modify Amended Motion for Sale of Equipment filed on May 14, 2026 [Doc. No.: 399]. At the hearing on May 27, 2026, Dirk W. Siegmund and Charles M. Ivey, III appeared on behalf of the Debtor, and John Paul H. Cournoyer appeared as the Bankruptcy Administrator.

Having considered the matter set forth in the Amended Motion, the evidence presented at the April 30, 2026 hearing and the May 27, 2026 hearing, and arguments of counsel, the Court makes the following FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. On April 28, 2025 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code in this Court. The Debtor continues in possession of its assets and the management of its business as a debtor in possession.

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and 11 U.S.C. §§ 105, 361, 363, 365, 1107 and 1108.

3. This is a core proceeding pursuant to 11 U.S.C. § 157 and the Court may enter final orders in response to this Motion.

4. The Debtor is a LLC formed in South Carolina, which maintains a place of business at 2861 Shilo Church Road, Davidson, NC 28036.

5. Carolina's Contracting LLC is a grading and wet utility (Storm/Sewer/Water) contractor specializing in residential and light commercial development. Started by Louis Matthews and Jay Sistrunk in 2013, Carolina's Contracting has worked primarily in the North Carolina and South Carolina markets working for local and national developers.

6. On December 10, 2025, the Debtor received an Asset Purchase Agreement (the "APA") from Southern Resolution Services, LLC ("Southern" or "Buyer" or "Purchaser") for the Purchase of certain Equipment as defined in the Asset Purchase Agreement, for a purchase price of $7,700,000.00 ("Initial Purchase Price"). The Buyer agreed that the Initial Purchase Price could be exposed as the Initial Bid in a public auction sale upon the terms and conditions as hereinafter set forth and as set out in the Asset Purchase Agreement entered into by and between the Debtor and Buyer. On December 15, 2025, the Debtor filed a Motion with the Court pursuant to 11 U.S.C. §§ 105, 363, 365 and other applicable sections of the United States Code and pursuant to Rule 6004 of the Federal Rules of Bankruptcy Procedure for the Court to enter Orders (A) Authorizing and Scheduling an Auction at Which Debtor Will Solicit Bids for the Sale of its Assets; (B) Approving Procedures for Submission of Competing Bids; (C) Approving Breakup Fee Provision; (D) Scheduling a Hearing to Consider Approval of Such Sale After Bidding Process Has Been Completed; (E) Approving the Form and Manner of Notice of Auction Procedures and Sale Hearing; (F) Authorizing the Opening Bid Amount in Favor of Southern Resolution Services, LLC; (G) Authorizing the Sale of the Assets to be Free and Clear of All Liens, Claims, Encumbrances and other Claims of Interest and Transferring Such Claims to the Proceeds of Sale; (H) Approving the Form of the Asset Purchase Agreement; and (I) Authorizing Employment of an Auctioneer; [Doc. No. 305] (the "Initial Sale Motion").

7. On March 31, 2026 the Debtor filed the Amended Motion requesting that the opening bid set forth in the Initial Sale Motion be reduced to take into account several secured creditors not consenting to the proposed sale. This request reduced the opening bid to

$2,566,240.00. The proposed sale with an opening bid of $2,566,240.00 came on for hearing on April 30, 2026.

8. After the April 30, 2026 hearing it was determined that three items of equipment allocated to the unsecured agreement were not available for sale. The 2022 Dynapac CA1500D Vibratory Roller compactor ("Roller") was picked up under court order by the secured creditor on such equipment, the 2019 Hyundai Excavator ("Hyundai") had been sold pre-petition and a Hyundai Roller Model HR120C-9 ("Hyundai Roller") appeared to have been stolen.

9. Given the removal of the above-described unencumbered equipment from the sale it was necessary to reduce the opening bid from $2,566,240.00 to $2,427,870.00. This resulted in the unsecured allocation being reduced from $465,773.00 to $327,403.00. The reduction for each item of equipment was $81,137.00 for the Roller, $27,240.00 for the Hyundai and $29,993.00 for the Hyundai Roller.

10. Given the need to obtain approval for the further reduction in the opening bid and unsecured allocation the Debtor filed the Motion to Modify Amended Motion for Sale of Equipment ("Modified Amended Motion"). This matter, after due and proper notice, came on for hearing on May 27, 2026. No creditors or other parties in interest objected to the further amendment nor appeared at the hearing to object to the Modified Amended Motion. A copy of the Modified Asset Purchase Agreement that includes the changes set out herein is attached as Exhibit 1 to this Order and incorporated herein by reference.

11. The Equipment being sold, that is subject to PMSI liens of Komatsu Financial Limited Partnership ("Komatsu") and Wells Fargo Equipment Finance, Inc. ("Wells Fargo"), is being sold with consent pursuant to 11 U.S.C. §363(f)(2)

12. The total purchase price is allocated as follows: Komatsu $1,789,467.00, Wells Fargo $311,000.00, unencumbered equipment $327,403.00.

13. A description of the equipment being sold per this Order is attached to Exhibit 2 of this Order and incorporated herein by reference. The identified equipment makes up what is defined as the "Sale Assets."

14. The Purchaser has had the opportunity to inspect the Sale Assets and the sale is not subject to any of further due diligence after the entry of this Order. The Debtor shall maintain all equipment in the same condition as existed at the time the \Purchaser, inspected said equipment.

15. The excluded assets were set forth in paragraph 1.2 of the Modified Asset Purchase Agreement (the "Excluded Assets"). Excluded Assets are available for the benefit of creditors, separate and apart from the benefits derived from the proposed equipment sale. The Excluded Assets include all equipment not set forth specifically in the attachment identifying equipment to be sold. These assets include, but are not limited to, all cash, accounts receivable, retainage, cash equivalent assets, contract claims, all causes of action whether arising pre or post filing.

16. The general terms of the Modified Asset Purchase Agreement with Buyer are summarized below. The complete Modified Asset Purchase Agreement including all terms and conditions is attached hereto as Exhibit 1. In the event of any contradiction or inconsistency between the Modified Asset Purchase Agreement and this Order, the provisions of the Order shall govern.

A. Assets to be Sold. The assets to be sold are the Sale Assets as described and defined herein.

B. Purchase Price. The Purchase Price offered by Buyer in the Asset Purchase Agreement is Two Million Four Hundred twenty-seven Thousand Eight Hundred seventy Dollars and no cents ($2,427,870.00). This Purchase Price offered by Buyer is hereinafter referred to as the "Initial Bid".

C. Breakup Fee. A fee (the "Breakup Fee") shall be paid to Buyer (also referred to herein as the" Initial Buyer") at closing as a breakup fee in the amount of 3% of the final purchase price in the event the Sale Assets are sold at the Auction Sale and Buyer is not the Highest Bidder.

This fee is deemed earned and shall be paid in consideration of the cost and expense incurred by Buyer to move forward with the negotiation and preparation of the Modified Asset Purchase Agreement and other pleadings and hearings necessary to obtain Court approval of the Modified Asset Purchase Agreement as amended, the Auction and Sales Procedures Order and the conduct of the Auction Sale. In addition, the Breakup Fee is in recognition of the benefit gained by the Debtor in allowing Buyer's offer, as set forth herein, to be subject to a higher bid pursuant to the requested Auction Procedures. The Breakup Fee is in further recognition of the time expended to consummate this sale.

D. Court Approval. There shall be a final hearing wherein the Highest Bidder's bid will be confirmed by the Court by entry of a Sale Approval Order if it is shown to the Court that the Sale and Auction Procedures Order has been properly followed and the Highest Bidder was an Acceptable Bidder. The sale shall close within 10 business days of the entry of the Final Order confirming the sale unless ordered otherwise by the Court.

E. No Financing Contingency. The Asset Sale is not subject to Buyer obtaining financing.

F. No Debt Assumption. No assumption of debt is associated with the sale contemplated herein except as set out in the Asset Purchase Agreement.

G No Liens. Title to the Sale Assets will be free and clear of any and all secured claims encumbering the Sale Property and shall be transferred to Buyer pursuant to 11 U.S.C. § 363.

H. No Representations or Warranties. The Sale Assets are being sold "as is," "where is," and "with all faults," and Purchaser, or any ultimate highest bidder pursuant to any auction or order of the Bankruptcy Court, hereby acknowledges and agrees that Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Sale Assets. This includes any representation as to the merchantability or fitness of the Sale Assets for any particular purpose. Without in any way limiting the foregoing, Seller hereby disclaims any warranty, expressed or implied, of merchantability or fitness for any particular purpose as to any portion of the Sale Assets. The Purchaser and/or any ultimate highest bidder pursuant to any auction or order of the Bankruptcy Court further acknowledges that said party has conducted an independent inspection and investigation of the physical condition of the Sale Assets and all such matters relating to or affecting the Sale Assets as said party deems necessary or appropriate to the extent they desire the same. Purchaser shall accept the Sale Assets at closing "as is," "where is," and "with all faults."

AUCTION PROCEDURES

17. The Sale and Auction Procedures are attached to this Order as Exhibit 3 and the same are incorporated herein by reference. All parties in interest should read Exhibit 3 to understand the procedures and Court hearings related to this proposed sale. The modified sale price is $2,427,870.00, and the acceptable upset bid must be in an amount equal to or greater than $100,000.00 above the modified sale price. All bids thereafter must be at least $10,000.00 higher than the previous bid amount.

18. Per separate Order [Doc. No. 343], Ironhorse Auction Company, Inc ("Ironhorse"), a licensed auctioneer, shall conduct the Auction as set forth in paragraphs 2 and 3 of the Sale and Auction Procedures.

19. A valid business justification exists for the sale of the Purchased Assets. The Initial Purchase Price is in an amount sufficient to test the current market to establish the fair market value of the Sale Assets. In addition, the amended Initial Purchase Price pays the participating secured debt an amount agreed upon by the parties and offers the opportunity for unsecured creditors to receive a substantial return in this proceeding and do so in an extremely timely manner. The sale represents good business judgment by the Debtor to move forward while representing a situation where the Auction Sale shall be authorized to prevent immediate and irreparable damage to the value of the Debtor and therefore to its creditors and other parties in interest. A delay in marketing and selling the Sale Assets could result in deterioration of the market value of the Sale Assets, due to unforeseen circumstances that could arise, and therefore a further delay in the sale could potentially cause irreparable damage to the creditors

20. The Debtor's is authorized to pay at closing the secured claims attributed to the Sale Assets. As the proposed payment may not pay the secured claims in full the sale is pursuant to Section 363(f)(2), consent of the parties. To the extent a creditor shall claim a deficiency such claims must be filed no later than 60 days from the date of the proposed sale. The allocation to creditors from the Initial Purchase Price shall be:

Creditor	Amount of Claim	Amount of Proposed Payment
Wells Fargo	$ 428,784.27	$ 311,000.00
Komatsu Financial	$3,475,302.40	$1,789,467.93

The unsecured equipment allocation of the initial purchase price shall be $327,403.00. If the proposed auction sale brings an amount greater than the $2,427,870.00 currently offered, the payments to each creditor shall be increased, less allocated costs, by the pro-rata amount of the increased sale up to and included full payment of the claim. All net proceeds attributable to the sale of unsecured equipment shall be placed into the trust account of Debtor's counsel, to be held and preserved pending further order of the Court.

21. Good cause exists to approve the terms and conditions of the Auction Sale, including the auction procedures as described above. The necessary adjustment to the opening bid and unsecured allocation are justified and are fair and reasonable.

22. The Acceptable Opening Bid made by Buyer and the other terms and conditions set forth in the Asset Purchase Agreement are fair and reasonable, and even if no higher offers are received, the sale of the Sale Assets to Buyer on the terms negotiated in the Asset Purchase Agreement is in the best interests of the estate and its creditors.

23. The Breakup Fee is fair and reasonable under the circumstances, as a necessary cost and expense of preserving the estate.

24. To the extent the payment of the requested Breakup Fee becomes an obligation of the Debtor, the same shall constitute an administrative expense claim under section 503(b) and 507(a)(1) of the Bankruptcy Code and shall be immediately payable in accordance with the provisions of the Auction and Sales Procedures Order.

NOTICE

25. To ensure that the Highest Bidder obtains marketable title and that appropriate due process has been given to creditors, the Court directs and approves the Notice requirements for the purpose of providing Notice of the Auction and the Sale and Auction Procedures Order and providing Notice of the Final Hearing. A copy of the proposed Notice of Auction is attached hereto as Exhibit 4 and is incorporated herein. The Debtor shall give notice of the Auction, the Sale and Auction Procedures Order, and the Final Hearing by sending this Signed Order containing the Notice of Auction, the Sale and Auction Procedures Order and Notice of the Final Hearing by first-class mail, deposited as soon as practicable after the date of the Sale and Auction Procedures Order, to: (a) all potential purchasers with whom the Debtor has received any communication prior to or during the Chapter 11 petition concerning an interest in the sale of the assets; (b) all attorneys and other parties who have entered an appearance in this case; (c) all secured creditors, (d) applicable taxing authorities, (e) the Bankruptcy Administrator, and (f) the top twenty (20) unsecured creditors. The Debtor shall file a certificate of service with the Court showing that it has complied with this notice procedure. This Notice sets out the Debtor's reservation of right prior to, or at, the hearing to approve this motion to modify as needed the terms of this proposed auction sale.

Now, upon the Amended Motion as further amended by the Modified Amended Motion, the record before the Court and sufficient cause appearing therefore, **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED**:

1. The Debtor is Authorized to conduct an Auction Sale of its Sale Assets described herein upon the terms and conditions set forth herein.

2. The Auction Procedures as set forth in Exhibit 3 attached hereto are approved.

3. The Breakup fee of 3% of the final purchase price payable at closing to Southern Resolution Services LLC in the event Southern Resolution Services, LLC is not the highest bidder at the Auction is approved.

4. The Debtor shall provide proper Notice of the Auction, the Sale and Auction Procedures and the Final Hearing by sending this Signed Order containing the Notice of Auction, the Sale and Auction Procedures Order and Notice of the Final Hearing by first-class mail, deposited as soon as practicable after the date of the Sale and Auction Procedures Order, to: (a) all potential purchasers with whom the Debtor has received any communication prior to or during the Chapter 11 petition concerning an interest in the sale of the assets; (b) all attorneys and other parties who have entered an appearance in this case; (c) all secured creditors, (d) applicable taxing authorities, (e) the Bankruptcy Administrator, and (f) the top twenty (20) unsecured creditors.

5. Subject to confirmation at the Final Hearing, the Debtor is authorized to sell to Southern Resolution Services, LLC, or the Highest Bidder at the Court approved auction, the Sale Assets free and clear of all liens, claims, and encumbrances or other claims of interest with the same being transferred to proceeds of sale.

6. The Modified Asset Purchase Agreement as set forth in Exhibit 1 is approved.

7. A Final Hearing shall be held on June 24, 2026 at 2:00 p.m. (EST) in the United States Bankruptcy Court for the Middle District of North Carolina, 601 W. 4th St, Winston-Salem, NC 27101, for the purposes of confirming that the procedures set forth in the Sale Procedures Order have been followed by the Debtor and the sale was conducted in accordance with said Order, and to make such findings as are necessary to provide the ultimate purchaser with proper title in accordance with the terms of the Asset Purchase Agreement and the Sale Procedures Order.

[END OF DOCUMENT]

Exhibit 1

MODIFIED ASSET PURCHASE AGREEMENT

THIS MODIFIED ASSET PURCHASE AGREEMENT (this "Agreement"), made as of this ____ day of May, 2026(the "Effective Date"), is by and among **CAROLINA'S CONTRACTING, LLC** (hereinafter referred to as the "Seller") and **SOUTHERN RESOLUTION SERVICES, LLC**, a Tennessee limited liability company, and its assigns ("Purchaser").

RECITALS:

WHEREAS, the Seller filed for relief under Chapter 11 of the United States Bankruptcy Code on April 28, 2025, in the Bankruptcy Court for the Middle District of North Carolina bearing Case No. 25-50284 (hereinafter the "Bankruptcy Proceeding");

WHEREAS, the Seller desires to sell certain equipment owned by the Seller as more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Equipment");

WHEREAS, the Purchaser desires to purchase the Equipment from the Seller on terms and conditions set forth herein;

WHEREAS, as part of this Agreement, Purchaser shall be denominated the stalking horse in the Bankruptcy Proceeding whose bid for the sale of Equipment as contemplated under this Agreement will be subject to the right of overbid and topping bid by potential third-party purchasers. In the event that a third-party purchaser outbids Purchaser's offer under the terms of this Agreement, Purchaser shall be entitled to a break-up fee equal to 3% of the final purchase price of the Equipment; and

WHEREAS, based on the foregoing and the provisions set forth in this Agreement, Seller hereby desires to sell to Purchaser, and Purchaser hereby desires to purchase from Seller, the Equipment.

NOW, THEREFORE, in consideration of the foregoing recitations (which are incorporated by reference) and the covenants, representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, upon the terms and subject to the conditions set forth in this Agreement, the parties agree as follows:

1. PURCHASE AND SALE OF EQUIPMENT.

1.1 Sale of Equipment. At Closing, Seller will sell, assign, transfer, convey, grant and deliver, or cause to be sold, assigned, transferred, conveyed, granted and delivered, to Purchaser, and Purchaser will purchase from Seller, all right, title and interest of Seller in, to and under the Purchased Equipment, as the same exist as of the Closing Date, free and clear from all Liens. Such sale and purchase shall also include, to the extent assignable, all permits, titles, certificate of titles, warranties, service contracts, operation manuals, keys, computer programs, passwords, all of the personal property attendant to and related to the Equipment, and all accessions and additions to the Equipment;

1.2 Excluded Equipment. Notwithstanding Section 1.1, Seller will retain, and Purchaser will not acquire from the Seller the Equipment that (collectively the "Excluded Equipment") represents Equipment or other tangible of intangible purchases which is not described in Exhibit A as attached hereto.

1.3 No Assumed Liabilities. The Purchaser will not assume nor will Purchaser be responsible for any claims against, or Liabilities, Contracts or Obligations whatsoever of the Seller (the "Excluded Liabilities"), including, but not limited to the following:

(a) any Liabilities which arise or exist in violation of any of the representations, warranties, covenants or agreements of the Seller contained in this Agreement or in any statement or certificate delivered to the Purchaser by or on behalf of the Seller pursuant to this Agreement or in connection with the Transaction;

(b) any Liabilities with respect to the Equipment;

(c) any Indebtedness of the Seller;

(d) any of the costs and expenses incurred by the Seller in connection with this sale;

(e) any liability for fees and expenses incurred by Seller in connection with the negotiation of this Agreement of the consummation of this Agreement;

(f) any liabilities arising from or relating to the Excluded Equipment.

2. PURCHASE PRICE AND CLOSING.

2.1 Closing. Subject to the conditions set forth in Sections 6 and 7, the closing (the "Closing") of the Transaction shall take place on or before 10 days after confirmation of the sale, or at such other place, time or date as may be mutually agreed by parties (the "Closing Date"). All transfers hereunder will be deemed to have been made simultaneously and will become effective and legal and equitable title to the Purchased Equipment will pass to Purchaser, as of 11:59 p.m. (Eastern Time) on the Closing Date.

2.2 Purchase Price and Escrow. Purchaser shall pay the following consideration for the Equipment: **$2,427,870.00** in cash (hereinafter the "Purchase Price").

Within five (5) business days of the execution of this Agreement, Purchaser shall deposit with Iron Horse Auction Co., Inc. ("Escrow Agent") as earnest money the sum of **$50,000.00** ("Earnest Money Deposit"). Purchaser shall be entitled to refund of the Earnest Money Deposit during the Due Diligence Period (defined below) if Purchaser notifies Seller in writing prior to the expiration of the Due Diligence Period of its desire to not proceed with the Transaction and Closing under this Agreement. At the expiration of the Due Diligence Period, absent notice by Purchaser to Seller as set forth in the preceding sentence, the Earnest Money Deposit shall be nonrefundable unless (a) Purchaser is outbid and the Seller elect to terminate this Agreement or (b) Seller becomes unable to close the transaction. The Purchase Price less the Earnest Money Deposit shall be due and payable in cash at Closing. Should the Seller accept a higher offer, or if this agreement shall be terminated during the Due Diligence Period, the Earnest Money Deposit shall be returned by the Escrow Agent within five (5) business days of Purchaser's written request for a return of said Earnest Money.

2.3 Due Diligence Period. Purchaser was entitled to a due diligence period that will expire upon the entry of the Order naming the Purchaser as the Stalking Horse in the Bankruptcy Proceeding ("Due Diligence Period").

2.4 Closing Payments. The Purchase Price to be distributed pursuant to Orders of the United States Bankruptcy Court.

2.5 Breakup Fee and Bidding. Expense Reimbursement**.** The Seller anticipates and agrees that the Purchaser, as the Initial Bidder, shall have invested substantial time and effort in negotiating the material terms of an Agreement with the Seller. The Purchaser shall also have invested time and effort in connection with its investigation of the Seller and its due diligence review. The Purchaser shall have incurred various legal and other professional costs and expenses and will incur still further substantial additional fees and costs in its continuing due diligence investigations. Subject to the terms of the Agreement reached with the Purchase, if a closing occurs with respect to a sale of the Equipment to a party other than the Purchaser with respect to such assets, and the Purchaser was ready, willing and able to close the transaction pursuant to the Agreement, but was not selected as the highest and best bidder, and the Purchaser is not in default under this Agreement, the Purchaser shall be paid an agreed-upon "Breakup Fee" in an amount equal to 3% of the final purchase price of the Equipment (the **"Breakup Fee")**. The Breakup Fee shall be paid from the closing of the third-party purchaser. The obligation to pay a Breakup Fee to the Purchaser shall be allowed as an administrative expense claim in the Cases pursuant to 11 U.S.C. §§ 503(b) and 507(a)(l) as an actual, necessary expense to preserve the value of the bankruptcy estates. The Seller agrees that the initial overbid of the Purchase Price set forth herein shall be at least $100,000.00 in excess of the Initial Purchase Price and that any subsequent bids shall be in increments of at least $10,000.00. In the event the Purchaser is not the successful bidder or is not designated as the stalking horse and is not awarded the Breakup Fee, then the Purchaser shall be entitled to a Administrative expense claim in the Bankruptcy Proceeding in the amount of $25,000.00 pursuant to 11 U.S.C. §§ 503(b) and 507(a)(l) as an actual, necessary expense to preserve the value of the bankruptcy estates given that the due diligence to be performed by the Purchaser.

2.6 Equipment Sold "As Is, Where Is".

EXCEPT AS SET FOR THE WARRANTIES AND REPRESENTATIONS MADE BY THE SELLER HEREIN, THE PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECTTO THE EQUIPMENT INCLUDING ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE EQUIPMENT. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE

PHYSICAL CONDITION OF THE EQUIPMENT AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE EQUIPMENT AS PURCHASER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE D EQUIPMENT, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, PURCHASER WILL ACCEPT THE EQUIPMENT AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

3. REPRESENTATIONS OF SELLER. As a material inducement to Purchaser to enter into this Agreement and to consummate the Transaction, Seller represents to Purchaser that the statements contained in this Section 3 are true and correct (except as otherwise noted) as of the Effective Date and as of the Closing Date.

3.1 Organization; Good Standing. Seller is duly organized and existing under the laws of North Carolina. Subject to approval of the United States Bankruptcy Court, Seller has the full power and authority, corporate or otherwise, to own or operate the Equipment (including currently owned, operated and leased, and to enter into this Agreement and to perform the obligations thereunder.

3.2 Authorization. This Agreement and the other transaction documents to which each Seller is a party have been duly executed and delivered by the Seller. This Agreement and the other transaction documents to which the Seller is a party constitute the valid and binding obligations of the Seller, is enforceable against the Seller in accordance with the terms thereof, subject, however, to the approval of the Bankruptcy Court, and subject to the rights of any competing bidder as authorized by an Order approving bid procedures entered into by the Bankruptcy Court.

3.3 Title, Condition and Sufficiency of Equipment. The Seller is or will be as of Closing the sole and exclusive owner of, and have good, valid and marketable title to the Purchased Equipment, free and clear of all Liens.

3.4 Litigation. Except for the pending bankruptcy, (i) the Seller is not subject to any Order presently pending against the Seller which would have a material adverse effect upon this Transaction or the Purchased Equipment and (ii) there are no Proceedings pending before any Governmental Authority, or to the Seller' Knowledge, threatened against the Seller, and the Seller have no Knowledge of any material basis for any such Proceedings which would have a material adverse effect upon this Transaction or the Purchased Equipment. To the extent that any litigation is presently pending, Seller covenant that said proceeding shall be dismissed or settled prior to Closing.

4. REPRESENTATIONS AND WARRANTIES OF PURCHASER. As a material inducement to Seller to enter into this Agreement and to consummate the Transaction, Purchaser represents and warrants to Seller that the statements contained in this Section 4 are true and correct as of the Effective Date and as of the Closing Date.

4.1 Organization; Good Standing. Purchaser is a limited liability company duly organized, existing and in good standing under the laws of the State of Tennessee. Purchaser has the full power and authority to own or and operate its properties and Equipment, and to enter into and perform its obligations under this Agreement and to consummate the Transaction.

4.2 Authorization. The execution and delivery of this Agreement and the performance by Purchaser of all the terms and conditions hereof to be performed by Purchaser, and the consummation of the Transaction have been duly authorized and approved by all requisite action on the part of Purchaser. This Agreement and the other transaction documents have been duly executed and delivered by Purchaser. This Agreement and the other transaction documents constitute the valid and binding obligations of Purchaser, each enforceable against Purchaser in accordance with the terms thereof, subject to applicable bankruptcy, insolvency or other similar laws relating to or affecting the enforcement of creditors' rights generally and general equitable principles (regardless of whether such enforceability is considered in a proceeding at law or in equity).

4.3 Litigation. There are no Proceedings pending or threatened against Purchaser that would impede the Transaction, or which would prevent the Purchaser from being able to perform its obligations under this Agreement.

4.4 Consents. No notice to, filing with, authorization of, exemption by, or consent (other than the approval of the Bankruptcy Court) of any Person is required in order for Purchaser to consummate the transactions contemplated by this Agreement.

4.5 Financing. Purchaser shall have at the Closing sufficient cash or other sources of immediately available funds (not conditioned on third party approvals or other commitments) to enable it to fulfill its obligations hereunder.

4.6 Brokers. Purchaser has not incurred or contractually agreed to pay any liability to any broker, finder or agent with respect to the payment of any commission regarding the consummation of the transactions contemplated hereby.

5. COVENANTS.

5.1 Investigation. Unless earlier terminated in accordance with Section 8, and at all times subject to Purchaser's execution of a nondisclosure agreement, from and after the Effective Date until the Closing Date:

(a) Purchaser and its agents and representatives shall have reasonable access to the Equipment and for the purpose determining if each item of Equipment is in the possession of the Seller and if each such item of Equipment has not been materially damaged since April 30, 2026.

(b) Seller agrees to cause its representatives and agents to cooperate with Purchaser and its representatives and agents in making available the Equipment, and any information concerning the Equipment, to Purchaser. Unless and until the Transaction is consummated, Purchaser shall hold in confidence and shall use its commercially reasonable efforts to cause its representatives, attorneys and accountants to hold in confidence, all information (unless ascertainable from public or published information or trade sources) obtained as aforesaid. If the Transaction is not consummated, the Purchaser shall return to the Seller or destroy (at the Seller' option) all copies of documents received from the Seller as it may reasonably request.

(c) Seller shall promptly consult with the Purchaser about any material matters concerning the Equipment, including any matter that could make any of the representations and warranties contained in Section 3 untrue.

5.2 Seller's Obligations. Unless earlier terminated in accordance with Section 8, from and after the Effective Date until the Closing Date, Seller agrees. except as otherwise expressly contemplated by this Agreement or with the prior written consent of Purchaser, and subject in all cases to Seller' compliance with the obligations, prohibitions and restrictions of a Chapter 11 debtor under the Bankruptcy Code and contained in any orders entered by the Bankruptcy Court in the Chapter 11 Cases, from the date hereof until the Closing Date, Seller shall: (A) carry on the Business in the Ordinary Course of Business; (B) have in effect and maintain at all times all insurance now in force; (C) use its reasonable efforts to preserve the Equipment; and (D) maintain the Equipment in the Ordinary Course of Business.

6. CONDITIONS TO OBLIGATIONS OF THE PURCHASER The obligation of the Purchaser to consummate the Transaction is subject to the fulfillment of the following conditions precedent, each of which may be waived in writing in the sole discretion of the Purchaser (unless other specified, these conditions must be fulfilled on or before the Closing Date or the expiration date of any Due Diligence Investigation Period (as the case may be)):

6.1 Truth of Representations and Warranties of the Seller; Compliance with Covenants and Obligations. To the Knowledge of the Seller, the representations and warranties of the Seller contained in this Agreement and any Exhibit or Schedule attached hereto shall be true and correct in all respects both as of the Effective Date and as of the Closing Date as though such representations and warranties were made on and as of such date, except for any changes consented to in writing by the Purchaser and the Purchaser shall have received from the Seller a certificate to such effect. The Seller shall have performed and complied with all terms, conditions, covenants, obligations, agreements and restrictions required by this Agreement to be performed or complied with by them prior to or at the Closing Date. Any representation or warranty offered by Seller shall terminate at the Closing Date.

6.2 Satisfactory Due Diligence. The Due Diligence Period shall have expired without the Purchaser having validly terminated this Agreement prior to such time.

6.3 Closing Deliveries. The Purchaser shall have received at or prior to the Closing Date each of the following documents or items:

(a) an Order of the Bankruptcy Court approving the sale of Equipment under this Agreement, which shall be in a form acceptable to the Purchaser in its sole discretion;

(b) a Debtor-In-Possession Bill of Sale ("Bill of Sale") executed and acknowledged by the Seller, in the form acceptable to the Purchaser, conveying all of the tangible personal property Purchased Equipment to Purchaser;

(c) such instruments of conveyance, assignment and transfer, in form and substance reasonably satisfactory to the Purchaser, as shall be appropriate to convey, transfer and assign to, and to vest in, the Purchaser, good clear, record, marketable insurable title to the Equipment, including but not limited to certificates of title, properly endorsed, for all motor vehicles included in the Equipment;

(d) such contracts, files and other data and documents pertaining to the Purchased Equipment as the Purchaser may reasonably request;

(e) a closing statement in form and content acceptable to the Purchaser;

(f) possession of all of the Equipment or Purchaser has made arrangements to take possession of all of the Equipment;

(g) Such other document, instruments or certificates as the Purchaser may reasonably request; and

(h) Purchaser shall be denominated the stalking horse whose bid for the sale of Equipment as contemplated under this Agreement will be subject to the right of overbid and topping bid by potential third-party purchasers, as set forth herein.

7. CONDITIONS TO OBLIGATIONS OF THE SELLER. The obligations of the Seller to consummate the Transaction are subject to the fulfillment of the following conditions precedent, each of which may be waived in writing at the sole discretion of the Seller (unless otherwise specified, these conditions must be fulfilled before the Closing Date):

7.1 Continued Truth of Representations and Warranties of the Purchaser; Compliance with Covenants and Obligations. The representations and warranties of the Purchaser in this Agreement shall be true in all respects both as of the Effective Date and as of Closing Date as though such representations and warranties were made on and as of such date, except for any changes consented to in writing by the Seller. The Purchaser shall have performed and complied with all terms, conditions, obligations, agreements and restrictions required by this Agreement to be performed or complied with by it prior to or at the Closing Date.

7.2 Closing Deliveries. The Seller shall have received at or prior to the Closing each of the following documents duly executed by the Purchaser (if applicable):

(a) the Bill of Sale and certificates of title to motor vehicles;

(b) a closing statement in form and content acceptable to the Seller; and

(c) such other documents which the Seller may request to effectuate the terms and conditions of this Agreement.

8. TERMINATION; OTHER REMEDIES.

8.1 Termination. This Agreement may be terminated and the Transaction may be abandoned:

(a) By mutual written consent of the Purchaser and the Seller;

(b) By the Purchaser if there shall occur a breach of any of the representations, warranties, covenants or agreements of the Seller contained herein, including as a result of any Schedule Change such that the condition set forth in Section 6.1 cannot be met;

(c) By the Seller if there shall occur a material breach of any of the representations, warranties, covenants or agreements of the Purchaser contained herein such that the condition set forth in Section 7.1 cannot be met; or By the Seller or Purchaser if the Closing has not taken place on or before 10 business days after the Sale has been confirmed by the Court, or such other date as the Purchaser and the Seller shall have agreed; provided, however, that the right to terminate this Agreement pursuant to this Section 8.1(c) shall not be available to the party seeking to terminate if any action of such party or the failure of such party to perform any of its obligations under this Agreement required to be performed at or prior to the Closing has been the cause of, or resulted in, the failure of the Closing to occur on or before 10 business days after the Sale has been confirmed by the Court; and

(d) In the event that a third-party purchaser outbids Purchaser's offer under the terms of this Agreement and Seller terminates this Agreement then at closing of the sale to the third-party, the Purchaser shall receive a break-up fee of 3% of the final purchase price of the Equipment.

8.2 Effect of Termination. In the event of a termination of this Agreement pursuant to Section 8.1, written notice thereof shall promptly be given to the other party hereto, and except as otherwise provided herein, the parties' obligations under Agreement shall terminate and the Transaction shall be abandoned without further action by any of the parties hereto.

8.3 No Survival. Notwithstanding anything to the contrary in this Agreement, no representations or warranties of the Seller shall survive the Closing Date.

9. GENERAL.

9.1 Expenses. To the extent that applicable State of North Carolina law imposes the payment of any documentary, sales, use, bulk sales, or transfer taxes, recording charges and similar taxes and charges with respect to the transfer of the Equipment pursuant hereto upon a seller or a Purchaser, as the case may be, the responsible party under the applicable State or North Carolina law shall pay such taxes and charges on the Closing Date. Each party shall be responsible for its own attorneys' fees and costs, except as otherwise provided herein with respect to fees incurred in connection with enforcing this Agreement.

9.2 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, except that: (a) the Seller may not assign its respective rights and obligations hereunder without the prior written consent of the Purchaser; and (b) the Purchaser shall not assign its rights and obligations hereunder without the prior written consent of the Seller, except that Purchaser may assign its rights hereunder to a parent, subsidiary or affiliate without Seller' prior consent.

9.3 Construction. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of laws.

9.4 Notices. Except as otherwise expressly provided in this Agreement, any notice required or permitted to be given under this Agreement by any party to any other party shall be in writing and shall be: (i) personally delivered; (ii) sent postage prepaid by certified or registered mail; or (iii) sent by overnight express carrier, next Business Day delivery guaranteed; or (iv) sent by email transmission, in each case to the party being notified at its address and/or email address as set forth at the end of this paragraph, or at such other address and/or email address as the party being notified may have designated for such purpose in a notice given to the other parties. Such notice shall be deemed received upon the earliest of the following to occur: (i) upon personal delivery; (ii) on the third Business Day following the day sent, if sent by registered or certified mail; (iii) on the next Business Day following the day sent, if sent by overnight express courier, next Business Day delivery guaranteed; and (iv) on the day sent, or if such day is not a Business Day on the next Business Day after the day sent, if sent by email. As used in this Agreement, the term "Business Day" means a day other than a Saturday, Sunday or a bank holiday. Notices will be deemed given if properly sent to counsel for a party. The notice addresses and email addresses for the parties are:

If to the Seller to:	Carolina's Contracting, LLC P.O. Box 964 Granite Quarry, NC 28072
With a copy to:	Ivey, McClellan, Siegmund, Brumbaugh & McDonough, LLP Attn: Charles M. Ivey 305 Blandwood Ave. Greensboro, NC 27401
If to the Purchaser to:	Southern Resolution Services, LLC Attention: Blake Hauk 800 S. Gay Street, Suite 2111 Knoxville, TN 37929 Telephone: 865-803-8269 E-mail: Blake@southerresolutionsservices.com
With a copy to:	Walter N. Winchester, Attorney Winchester, Sellers, Foster & Steele, P.C. 800 South Gay Street, Ste. 1000 First Tennessee Plaza P.O. Box 2428 Knoxville, TN 37901-2428

Telephone: 865.637.1980
E-mail: wwinchester@wsfs-law.com

9.5 Entire Agreement. This Agreement, together with the Exhibits and Schedules attached hereto, contains all of the terms agreed upon by the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings among the parties and may not be changed or terminated orally. No attempted change, termination or waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

9.6 Paragraph Headings. Paragraph headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or part, any of the terms or provisions of this Agreement.

9.7 Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any persons other than the parties hereto and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

9.8 Severability. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect of any reason, the validity, legality and enforceability of any provision in every other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

9.9 Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile signature (or other electronic format), such that execution of this Agreement by facsimile signature (or other electronic format) shall be deemed effective for all purposes as though this Agreement was executed as a "blue ink" original.

9.10 Jurisdiction and Venue. The parties irrevocably consents to the exclusive jurisdiction and venue of the United States Bankruptcy Court for the Middle District of North Carolina in connection with any matter based upon or arising out of this Agreement or the Transaction, agrees that process may be served upon them in any manner authorized by the laws of the Federal Rules of Bankruptcy Procedure for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. The parties hereby agree not to commence any legal proceedings relating to or arising out of this Agreement or the Transaction in any jurisdiction or courts other than as provided herein.

9.11 Risk of Loss. Risk of loss to the Equipment shall remain with the Seller prior to the Closing.

9.12 Miscellaneous. As used in this Agreement, the masculine, feminine or neuter gender and singular or plural numbers shall each be deemed to include the other whenever the context so indicates. If any date under this Agreement on which an event is to occur or notice is to be given falls on a Saturday, Sunday or federal holiday, then such date shall be the first Business Day following such Saturday, Sunday or federal holiday.

9.13 Construction. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not construe this Agreement against one party more strictly by reason of any rule of interpretation which relates to preparation of a document, it being agreed that the agents of all parties have participated in the preparation of this Agreement and that legal counsel was consulted by each party prior to its execution hereof.

9.14 Certain Defined Terms. Certain capitalized terms used in this Agreement shall have the meanings ascribed to such terms on attached Annex I.

9.15 Jury Trial Waiver. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTION CONTEMPLATED UNDER THE AGREEMENT OR ANY COURSE OF DEALINGS OR ACTIONS BY THE PARTIES RELATING TO THIS AGREEMENT. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO EXECUTE THIS AGREEMENT AND SURVIVES CLOSING UNDER OR TERMINATION OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

CAROLINA'S CONTRACTING, LLC

By: ______________________________

Title: ______________________________

PURCHASER:

SOUTHERN RESOLUTION SERVICES, LLC

By: ______________________________

Title: ______________________________

ANNEX I

CERTAIN DEFINED TERMS

"Affiliate" means, with respect to any Person, any other Person which directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the first Person.

"Business Day" means any day, other than a Saturday, Sunday or a day on which banks located in New York, New York are not authorized or required by Law to transact business.

"Code" means the Internal Revenue Code of 1986, as amended, together with all rules and regulations promulgated thereunder.

"Contracts" means any contract, agreement, arrangement, understanding, personal property lease, obligation (including purchase orders), commitment, undertaking, and pending bid or proposal which bid or proposal if accepted would result in a binding contract (whether written or oral, express or implied).

"Control" means the right to exercise, directly or indirectly, 25% or more of the voting rights attributable to the stock of, or other ownership interest in, any entity, or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity.

"Environmental Claims" means any administrative or judicial actions, suits, orders, claims, proceedings, or written or oral notices of noncompliance by or from any Person alleging liability arising out of the Release of or exposure to any Hazardous Substances or the failure to comply with any Environmental Law.

"Environmental Law" means any applicable federal, state, or local law, regulation, ordinance, policy, or directive, concerning (a) pollution, (b) the manufacture, processing, distribution, transport, use, treatment, storage, emission, discharge, release or threatened release of pollutants, contaminants, or industrial, toxic or hazardous wastes (including Hazardous Materials) into the environment, and (c) the protection of the environment and human health and safety including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et. seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 1101 et. seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq.; the Hazardous Materials Transportation Act of 1974, 49 U.S.C. § 1801 et. seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et. seq.; the Clean Air Act, 42 U.S.C. § 4701 et. seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et. seq.; the Safe Drinking Water Act, 42 U.S.C. § 3001 et. seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et. seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et. seq.; and any laws regulating the use of biological agents or substances including medical or infectious wastes and the corresponding State laws, regulations and local ordinances, etc. which may be applicable, as any such acts may be amended, provided that in all cases Environmental Laws shall not include general health code requirements and related health and safety laws, rules, and regulations.

"Escrow Agent" means Iron Horse Auction Co., Inc.

"Governmental Authority" means any nation or government, foreign, or domestic, any state or other political subdivision thereof, and any agency or other entity exercising executive, legislative, regulatory, or administrative functions of government, including all taxing authorities.

"Hazardous Substances" mean pollutants, contaminants, toxic or hazardous substances or wastes, oil or petroleum products, flammables or any other substances whose nature and/or quantities of existence, use, release, manufacture or effect renders it subject to the Environmental Laws (including any material or substance that is listed as "hazardous" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et. seq.), including any petroleum or petroleum derived products, chlorinated solvents, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

"Indebtedness" means the aggregate amount of all borrowings and indebtedness in the nature of borrowings (including financing, acceptance credits, discounting or similar facilities, finance or capital leases (but not operating leases), bonds, debentures, notes, sale and lease back arrangements, obligations incurred in connection with the acquisition of, or as the deferred purchase price for, property, Equipment or businesses, overdrafts, net obligations under any accounts receivable financing or securitization transactions, or net obligations arising from hedging arrangements in respect of raw materials or other commodities, whether or not accounted for on the balance sheet), together with accrued interest on such amounts and all fees, expenses and premiums payable in connection with the repayment or settlement of the foregoing, in each case calculated in accordance with the Seller' accounting methods but excluding Liabilities with respect to Taxes relating to or arising in connection with the Business or the Purchased Equipment.

"Intellectual Property" means any and all intellectual property rights and other similar proprietary rights in any jurisdiction, whether registered or unregistered, whether owned or held for use under license, including all rights and interests pertaining to or deriving from: (a) patents, inventions, invention disclosures, discoveries and improvements, whether or not patentable; (b) Software; (c) Copyrights; (d) Trade Secrets; (e) Trademarks; (f) publicity rights; and (g) moral rights; including in each case of (a) through (g) any registrations of, applications to register, and renewals and extensions, continuations, continuations-in-part, counterparts, divisions, or reissues of, and applications for, any of the foregoing with or by any Governmental Authority.

"Knowledge", "Known", or words of similar import shall mean the actual knowledge of the Chief Restructuring Officer of the Seller or any information that should have been known by them.

"Law" means any law, statute, regulation, rule, ordinance, requirement, directive, restriction, order, judgment, decree, announcement or other binding action or requirement of any Governmental Authority.

"Leases" all real property leases or subleases associated with Leased Properties.

"Liability" means any Indebtedness, Liability, guarantee, assurance, commitment or obligation, whether Known or unknown, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, asserted or unasserted, due or to become due, whenever or however arising (including whether arising out of any Contract or tort based on negligence or strict liability) and whether or not the same would be required by Seller' accounting methods to be stated in financial statements or disclosed in the notes thereto.

"Lien" means any mortgage, pledge, assessment, security interest, encumbrance, charge, claim, easement, assessment, covenant, option, right of first refusal, right of first offer, defect in title, encroachment, license or other lien or restriction of any kind or nature (whether arising by Contract or by operation of Law), including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

"Order" means any order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, sentence, subpoena, writ or award issued, made, entered or rendered by any court, administrative agency or other Governmental Authority or by any arbitrator.

"Ordinary Course of Business" means, with respect to the operation by Seller of the Business, the operation thereof in the ordinary course of business consistent with prior practices with respect to the operation thereof except as otherwise expressly contemplated by this Agreement or with the prior written consent of Purchaser, and subject in all cases to Seller' compliance with the obligations, prohibitions and restrictions of a chapter 11 debtor under the Bankruptcy Code and contained in any orders entered by the Bankruptcy Court in the Chapter 11 Cases.

"Operational" means that such Equipment does not function sufficiently to complete the task(s) it is designed to complete.

"Permitted Liens" means (1), (2) Liens for Taxes that arise solely by operation of Law but are not yet due and payable, (3) Liens created by lessors arising under the Leases, which Liens described in clauses (1), (2) and (3) will not, individually or in the aggregate, impair the continued use, occupancy, operation, value, or marketability of the Leased Properties to which they relate, and (4) any Assumed Contracts.

"Person" means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture, or other entity, or a Governmental Authority.

"Proceeding(s)" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or that otherwise has involved or may involve, any Governmental Authority or any arbitrator or arbitration panel.

"Release" or "Released" means any release, spill, emission, leaking, pumping, emitting, discharging, injecting, escaping, leaching, dumping, disposing, or passive migration into or through the environment.

"Representative" means with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, accountant, financial advisor, legal counsel, or other representative of that Person.

"Software" means all software of any type (including firmware), including all related databases, data collections and data files, algorithms, application programming interfaces, user interfaces, source code, object code, executable code, and specifications and documentation, and all rights therein.

"Tax" or "Taxes" means a tax or taxes of any kind or nature, or however denominated, including liability for federal, state, canton, provincial, local or foreign sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, workers' compensation, health insurance, disability, payroll, license, employee or other withholding, income (which includes any income, alternative minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth or gross receipts taxes) or other tax, of any kind whatsoever, including any estimated tax, interest, penalties, fines or additions to tax or additional amounts in respect to the foregoing, including any transferee or secondary liability for a tax and any liability assumed by agreement or arising as a result of being or ceasing to be a member of any affiliated group, or being included or required to be included in any Tax Return relating thereto.

"Tax Authority" means any Governmental Authority having the power to regulate, impose or collect Taxes, including the Internal Revenue Service and any state or territorial Department of Revenue.

"Tax Return" means, with respect to any Tax, any information return for such Tax, and any return, report, statement, declaration, claim for refund or document filed or required to be filed under Law for such Tax, and any amendment thereto.

"Trademarks" means all registered, unregistered and common law trademarks, trade names, service marks, certification marks, service names, brands, trade dress and logos, trademark and service mark registrations and applications, and the goodwill associated therewith.

"Trade Secrets" means all trade secrets, business, technical and know-how information, non-public information and confidential information and rights to limit the use or disclosure thereof by any Person.

"Transactions" means the transactions contemplated by this Agreement and all instruments and documents delivered by either party in connection with the transactions contemplated by this Agreement.

Exhibit A

Equip #	Year	Make	Model	Serial #	Description	Hours/Miles	Controlling Party	Repairs Needed	Finance Company	End Owner	Contract #	SRS offer
CC141	2022	Komatsu	PC210LC-11	C82035	Crawler Excavator, Cab, 1,942 Hours Indicated	1,942	Linder Industrual - Komatsu Financial	48" Bucket Roller Bucket	Komatsu Financial	SRS	777-0093515-018	
CC142	2022	Komatsu	PC290LC-11	A28553	Crawler Excavator, Cab, 2,999 Hours Indicated	2,999	Linder Industrual - Komatsu Financial	24" & 48" Bucket	Komatsu Financial	SRS	777-0093515-018	
CC144	2022	Komatsu	PC210LC-11	C82039	Crawler Excavator, Cab, 2,328 Hours Indicated	2,328	Linder Industrual - Komatsu Financial	48" Bucket Roller Bucket	Komatsu Financial	SRS	777-0093515-018	
CC148	2023	Komatsu	PC210LC-11	C82395	Crawler Excavator, Cab, 1,338 Hours Indicated	1,338	Linder Industrual - Komatsu Financial	48" Bucket Roller Bucket	Komatsu Financial	SRS	777-0093515-020	
CC149	2023	Komatsu	PC210LC-11	C82533	Crawler Excavator, Cab, 696 Hours Indicated	696	Linder Industrual - Komatsu Financial	42" Bucket Roller Bucket	Komatsu Financial	SRS	777-0093515-020	
CC153	2023	Komatsu	PC210LC-11	C82013	Crawler Excavator, Cab, 1,247 Hours Indicated	1,247	Linder Industrual - Komatsu Financial		Komatsu Financial	SRS	777-0093515-021	$1,789,467
CC219	2022	Komatsu	WA270-8	86212	Wheel Loader, Cab, 2,537 Hours Indicated	2,537	Linder Industrual - Komatsu Financial		Komatsu Financial	SRS	777-0093515-017	
CC331	2023	Komatsu	D61PXI-24	B65870	Crawler Dozer, Cab, 2,853 Hours Indicated	2,853	Linder Industrual - Komatsu Financial		Komatsu Financial	SRS	777-0093515-016	
CC332	2023	Komatsu	D61PXI-24	45872	Crawler Dozer, Cab, 2,127 Hours Indicated	2,127	Linder Industrual - Komatsu Financial		Komatsu Financial	SRS	777-0093515-016	
CC333	2022	Komatsu	D71PXI-24	71323	Crawler Dozer, Cab, Multi-Shank Ripper, 2,788 Hours Indicated	2,788	Linder Industrual - Komatsu Financial		Komatsu Financial	SRS	777-0093515-017	
CC336	2023	Komatsu	D51PXI-24	B25487	Crawler Dozer, Cab, 1,543 Hours Indicated	1,543	Linder Industrual - Komatsu Financial		Komatsu Financial	SRS	777-0093515-019	
CC337	2023	Komatsu	D51PXI-24	B25505	Crawler Dozer, Cab, 1,672 Hours Indicated	1,672	Linder Industrual - Komatsu Financial		Komatsu Financial	SRS	777-0093515-019	

CC137	2022	Hyundai	HX220A L	HHKHK607EE0000462	Crawler Excavator, Cab, 2,916 Hours Indicated	2,916	CarCon		Wells Fargo	SRS	001-0012291-000	$311,000
CC138	2022	Hyundai	HX260A L	HHKHK702AE0000080	Crawler Excavator, Cab, 2,594 Hours Indicated	2,594	CarCon		Wells Fargo	SRS	001-0012291-000	
CC139	2020	Hyundai	Robex 55-9A	HHKHM905HL0000452	Crawler Excavator, Cab, Thumb, 5,635 Hours Indicated	5,635	CarCon	Thumb Cylinder	Wells Fargo	SRS	001-0012291-001	
CC217	2019	Kubota	SVL75	K38348		unkown	CarCon		Wells Fargo	SRS	001-0012291-002	
CC511	2018	Bell	B30E	B93A631EK02008535	Articulated Dump Truck, 5,945 Hours Indicated	5,945	CarCon		Wells Fargo	SRS	001-0012291-002	
CC419	2020	Dynapac	CA2500D	10000167HLA030672	Vibratory Roller Compactor, Canopy, 2,271 Hours Indicated	2,271	CarCon		Wells Fargo	SRS	001-0012291-002	

CC121	2019	Hyundai	HX220L	HHKH601CK0001247	Crawler Excavator, Cab, Thumb, 5,478 Hours Indicated				Unencumbered	SRS		
CC207	1998	Case	8930	JJA0085427	Agricultural Tractor, Cab, 180-HP, Dual Rear Wheels				Unencumbered	SRS		
CC401	2013	Sakai	SV505	VSV16-50763	Vibratory Roller Compactor, Canopy, Padfoot, 8,169 Hours Indicated				Unencumbered	SRS		
CC403	2004	Wacker	RT820	5479760	Vibratory Roller Compactor, Walk-Behind				Unencumbered	SRS		
CC404	N/A	Wacker	RT820	5782214	Vibratory Roller Compactor, Walk-Behind				Unencumbered	SRS		
CC405	2013	Wacker	RT82SC-2	20048972	Vibratory Roller Compactor, Walk-Behind				Unencumbered	SRS		
CC409	2015	Hyundai	HR120C-9	28012310E116983	Vibratory Roller Compactor, Cab, Padfoot Shell Kit, 5,273 Hours Indicated				Unencumbered	SRS		
CC410	2012	Volvo	SD100D	VCE0S100E0S226232	Smooth Drum Roller				Unencumbered	SRS		
CC411	2016	Hyundai	HR120	117444					Unencumbered	SRS		
CC414	2015	Bomag	BMP8500	1.0172E+11					Unencumbered	SRS		
CC415	2018	Bomag	BMP8500	1.0172E+11	Vibratory Roller Compactor, Walk-Behind				Unencumbered	SRS		
CC416	2018	Bomag	BMP8500	1.0172E+11	Vibratory Roller Compactor, Walk-Behind				Unencumbered	SRS		
CC417	2018	Bomag	BMP8500	1.0172E+11	Vibratory Roller Compactor, Walk-Behind				Unencumbered	SRS		$327,403
CC510	2016	Bell	B30E	B93A631EK02007577	Articulated Dump Truck, 7,621 Hours Indicated				Unencumbered	SRS		
CC615	N/A	Volvo	G720B	36801	Motor Grader, Cab, 14' Moldboard, Rear Scarifier, 4,539 Hours Indicated				Unencumbered	SRS		
NA	N/A	TopCon GPS Units	N/A	1388-14244, 1388-14251, 1448-19356, 1448-13280, 1448-2152, 1448-13281, 1448-20173, 1388-14232, 1388-14250, 1448-31528, 1448-12477, 1448-30744, 1448-33392, 1448-31527, 1448-30718, 1448-20185, 1448-12470, 1448-33001, 1448-31530, 1448-21541, 1448-33448, 1448-19353, 1448-18298, 1448-33000, 1448-33291, 1448-1415, 1122-22256, 1122-21718, 1122-22116, 1122-22217, 1122-20736, 1122-20746, 1122-23349, 334391, 341278, 341520, 334380, 334300, 294277, 334048, 314948, 251298, 257081, 194258, 227479, 194271	Misc: Lot Of Electronic And GPS Equipment Including But Not Limited To: (5) Topcon FC-500 Field Controllers, (2) Topcon FC-5000 Field Controllers, (11) Topcon FC-6000 Field Controllers, (4) Topcon Hiper HR GNSS Receivers, (11) Topcon Hiper V GNSS Receivers, (30) Topcon Hiper VR GNSS Receivers, (1) Cedar CT8X2 Rugged Tablet				Unencumbered	SRS		

$2,427,870

Exhibit 2

Equip #	Year	Make	Model	Serial #	Description	Hours/Miles	Controlling Party	Repairs Needed	Finance Company	End Owner	Contract #	SRS offer
CC141	2022	Komatsu	PC210LC-11	C82035	Crawler Excavator, Cab, 1,942 Hours Indicated	1,942	Linder Industrual - Komatsu Financial	48" Bucket Roller Bucket	Komatsu Financial	SRS	777-0093515-018	$1,769,467
CC142	2022	Komatsu	PC290LC-11	A28563	Crawler Excavator, Cab, 2,999 Hours Indicated	2,999	Linder Industrual - Komatsu Financial	24" & 48" Bucket	Komatsu Financial	SRS	777-0093515-018	
CC144	2022	Komatsu	PC210LC-11	C82039	Crawler Excavator, Cab, 2,328 Hours Indicated	2,328	Linder Industrual - Komatsu Financial	48" Bucket Roller Bucket	Komatsu Financial	SRS	777-0093515-018	
CC148	2023	Komatsu	PC210LC-11	C82395	Crawler Excavator, Cab, 1,338 Hours Indicated	1,338	Linder Industrual - Komatsu Financial	48" Bucket Roller Bucket	Komatsu Financial	SRS	777-0093515-020	
CC149	2023	Komatsu	PC210LC-11	C82533	Crawler Excavator, Cab, 696 Hours Indicated	696	Linder Industrual - Komatsu Financial	42" Bucket Roller Bucket	Komatsu Financial	SRS	777-0093515-020	
CC153	2023	Komatsu	PC210LC-11	C82013	Crawler Excavator, Cab, 1,247 Hours Indicated	1,247	Linder Industrual - Komatsu Financial		Komatsu Financial	SRS	777-0093515-021	
CC219	2022	Komatsu	WA270-8	86212	Wheel Loader, Cab, 2,537 Hours Indicated	2,537	Linder Industrual - Komatsu Financial		Komatsu Financial	SRS	777-0093515-017	
CC331	2023	Komatsu	D61PXI-24	B65870	Crawler Dozer, Cab, 2,853 Hours Indicated	2,853	Linder Industrual - Komatsu Financial		Komatsu Financial	SRS	777-0093515-016	
CC332	2023	Komatsu	D61PXI-24	45872	Crawler Dozer, Cab, 2,127 Hours Indicated	2,127	Linder Industrual - Komatsu Financial		Komatsu Financial	SRS	777-0093515-016	
CC333	2022	Komatsu	D71PXI-24	71323	Crawler Dozer, Cab, Multi Shank Ripper, 2,788 Hours Indicated	2,788	Linder Industrual - Komatsu Financial		Komatsu Financial	SRS	777-0093515-017	
CC336	2023	Komatsu	D51PXI-24	B25487	Crawler Dozer, Cab, 1,543 Hours Indicated	1,543	Linder Industrual - Komatsu Financial		Komatsu Financial	SRS	777-0093515-019	
CC337	2023	Komatsu	D51PXI-24	B25505	Crawler Dozer, Cab, 1,672 Hours Indicated	1,672	Linder Industrual - Komatsu Financial		Komatsu Financial	SRS	777-0093515-019	

CC137	2022	Hyundai	HX220A L	HHKHK607EE0000482	Crawler Excavator, Cab, 2,916 Hours Indicated		2,916	CarCon		Wells Fargo	SRS	001-0012291-000	$311,000
CC138	2022	Hyundai	HX260A L	HHKHK702AE0000080	Crawler Excavator, Cab, 2,594 Hours Indicated		2,594	CarCon		Wells Fargo	SRS	001-0012291-000	
CC139	2020	Hyundai	Robex 55-9A	HHKHM905HL0000452	Crawler Excavator, Cab, Thumb, 5,635 Hours Indicated		5,635	CarCon	Thumb Cylinder	Wells Fargo	SRS	001-0012291-001	
CC217	2019	Kubota	SVL75	K38348		unkown		CarCon		Wells Fargo	SRS	001-0012291-002	
CC511	2018	Bell	B30E	B93A631EK02008535	Articulated Dump Truck, 5,945 Hours Indicated		5,945	CarCon		Wells Fargo	SRS	001-0012291-002	
CC419	2020	Dynapac	CA2500D	10000167HLA030872	Vibratory Roller Compactor, Canopy, 2,271 Hours Indicated		2,271	CarCon		Wells Fargo	SRS	001-0012291-002	

CC121	2019	Hyundai	HX220L	HHKH601CK0001247	Crawler Excavator, Cab, Thumb, 5,478 Hours Indicated				Unencumbered	SRS		
CC207	1998	Case	8930	JJA0085427	Agricultural Tractor, Cab, 180-HP, Dual Rear Wheels				Unencumbered	SRS		
CC401	2013	Sakai	SV505	VSV16-50763	Vibratory Roller Compactor, Canopy, Padfoot, 8,169 Hours Indicated				Unencumbered	SRS		
CC403	2004	Wacker	RT820	5479760	Vibratory Roller Compactor, Walk-Behind				Unencumbered	SRS		
CC404	N/A	Wacker	RT820	5782214	Vibratory Roller Compactor, Walk-Behind				Unencumbered	SRS		
CC405	2013	Wacker	RT82SC-2	20048972	Vibratory Roller Compactor, Walk-Behind				Unencumbered	SRS		
CC409	2015	Hyundai	HR120C-9	26012310E116983	Vibratory Roller Compactor, Cab, Padfoot Shell Kit, 5,273 Hours Indicated				Unencumbered	SRS		
CC410	2012	Volvo	SD100D	VCE0S100E0S226232	Smooth Drum Roller				Unencumbered	SRS		
CC411	2016	Hyundai	HR120	117444					Unencumbered	SRS		
CC414	2015	Bomag	BMP8500	1.0172E+11					Unencumbered	SRS		
CC415	2018	Bomag	BMP8500	1.0172E+11	Vibratory Roller Compactor, Walk-Behind				Unencumbered	SRS		
CC416	2018	Bomag	BMP8500	1.0172E+11	Vibratory Roller Compactor, Walk-Behind				Unencumbered	SRS		
CC417	2018	Bomag	BMP8500	1.0172E+11	Vibratory Roller Compactor, Walk-Behind				Unencumbered	SRS		$327,403
CC510	2016	Bell	B30E	B93A631EK02007577	Articulated Dump Truck, 7,621 Hours Indicated				Unencumbered	SRS		
CC615	N/A	Volvo	G720B	36801	Motor Grader, Cab, 14' Moldboard, Rear Scarifier, 4,539 Hours Indicated				Unencumbered	SRS		
NA	N/A	TopCon GPS Units	N/A	1388-14244, 1388-14251, 1448-19356, 1448-13280, 1448-2152, 1448-13281, 1448-20173, 1388-14232, 1388-14250, 1448-31528, 1448-12477, 1448-30744, 1448-33392, 1448-31527, 1448-30718, 1448-20185, 1448-12470, 1448-33001, 1448-31530, 1448-21541, 1448-33448, 1448-19353, 1448-18298, 1448-33000, 1448-33291, 1448-1415, 1122-22256, 1122-21718, 1122-22116, 1122-22217, 1122-20736, 1122-20746, 1122-23349, 334391, 341278, 341520, 334380, 334300, 294277, 334048, 314948, 251298, 257081, 194258, 227479, 194271	Misc. Lot Of Electronic And GPS Equipment Including But Not Limited To: (5) Topcon FC-500 Field Controllers, (2) Topcon FC-5000 Field Controllers, (11) Topcon FC-6000 Field Controllers, (4) Topcon Hiper HR GNSS Receivers, (11) Topcon Hiper V GNSS Receivers, (30) Topcon Hiper VR GNSS Receivers, (1) Cedar CT8X2 Rugged Tablet				Unencumbered	SRS		

$2,427,870

Exhibit 3

SALE AND AUCTION PROCEDURES

The Bankruptcy Court shall enter an order providing for the following Auction Procedures:

1. Sale Means. The sale shall be by means of an absolute auction subject only to confirmation by the Court at the Final Hearing that the Sale and Auction Procedures Order was followed and that an Acceptable Bidder was the Highest Bidder.

2. Time and Date of Auction. The auction sale shall take place as an internet bid sale pursuant to the Sale and Auction Procedures Order. The Sale is intended to close on or before 10 business days after Final Court Approval unless otherwise Ordered by the Court. Time is of the essence.

3. Location. The auction sale shall take place for the purpose of bidding by means of submission by Acceptable Bidders by internet over the auction platform of the auctioneer. Auctioneer may reserve specific location (such as hotel conference room) where the internet sale will be monitored. An Acceptable Bidder electing to be present at said specific location may submit bids directly to the Auctioneer.

4. Acceptable Bidder. An Acceptable Bidder must be a party who has provided the following:

a. A cash deposit or certified funds presented at the auction in the amount of $50,000.00. The Seller's attorney shall deposit said funds in a separate bank account which is FDIC insured and in a bank which is approved as a designated depository in bankruptcy matters. Seller's attorney shall cause all deposits to be returned within three (3) business days following the auction date if said depositor is not the Highest Bidder. The deposit shall be returned by first-class mail to the address and entity which the Acceptable Bidder in writing has instructed the attorney for the Seller to return the deposit. If an Acceptable Bidder desires that the deposit be returned by wire transfer then said instructions for wire transfer shall be provided to Seller's attorney upon submission of the deposit. Failure of the Acceptable Bidder to provide proper instructions for the return of deposit will authorize Seller's attorney to hold said deposit pending written instructions.

b. In conjunction with the submission of deposits, any party desiring to be an Acceptable Bidder shall deliver evidence establishing to Seller's satisfaction such prospective bidder's financial ability to consummate the sale in a timely manner if such bidder becomes the Highest Bidder at the absolute Auction Sale. This submission should be provided to Debtor's counsel on or before June 15, 2026 by 4:00 pm Eastern Standard time.

c. Upon receipt of the deposit and evidence of ability to consummate, Seller shall promptly provide to such person ("Prospective Upset Bidder") copies of the Motion, the Asset Purchase Agreement and the Sale and Auction Procedures Order.

d. The Seller shall promptly provide the name of each Prospective Upset Bidder to the Initial Acceptable Bidder ("Purchaser" as defined in the modified Asset Sale Agreement) and the Bankruptcy Administrator or any other creditor who, by written request to Seller's attorney, requests to be provided the names of Prospective Upset Bidders.

e. The Seller shall promptly but no later than three (3) business days of receiving the deposit and evidence of ability to consummate, inform the Prospective Upset Bidder whether the Seller designates the Prospective Upset Bidder as an Acceptable Bidder or takes the position, based upon evidence presented, that said party should not be so designated.

f. Initial Purchaser (as defined in the Asset Purchase Agreement) shall be deemed an Acceptable Bidder based upon its execution of the Asset Purchase Agreement.

5. Acceptable Opening Bid. The opening acceptable bid shall be deemed to be made by Initial Purchaser upon the terms and conditions set forth in the Asset Purchase Agreement. Therefore, said amount shall equal Two Million Four Hundred Twenty-seven Thousand Eight Hundred Seventy and 0/100 Dollars ($2,427,870.00).

6. Acceptable Upset Bids. An Acceptable Upset Bid may be made by an Acceptable Bidder. The first Acceptable Upset Bid made after the Acceptable Opening Bid must be in an amount equal to or greater than $100,000.00 in excess of the Acceptable Opening Bid amount of $2,427,870.00. Thereafter, any Acceptable Upset Bids must exceed the previous Acceptable Upset Bid by an amount equal to or greater than $10,000. An Acceptable Upset Bid must be a bid to purchase all of the Sale Assets under the terms and conditions set forth in the Asset Purchase Agreement as approved by the Court. Such bid shall hereinafter be referred to as "Acceptable Upset Bid". The ultimate highest bidder shall be referred to herein as the "Highest Bidder."

In the event that the Highest Bidder fails to close and consummate the sale as set forth herein, the next Acceptable Upset Bid shall be deemed the highest bid and the Highest Bidder and shall be bound by the terms and conditions of the Sale Order.

7. Acceptable Bidder Dispute Resolution. The Bankruptcy Court shall hold a hearing in advance of the auction sale to hear and resolve any disputes which may exist between a Prospective Upset Bidder and the Seller as to whether said Prospective Upset Bidder should be designated an Acceptable Bidder. The hearing time shall be set at a time to be determined by the Bankruptcy Court. To the extent that the Court has not resolved an Acceptable Bidder dispute the auction shall be continued to a date set by the Court, subject to the resolution of any dispute, unless otherwise ordered by the Court. The Bankruptcy Court retains the jurisdiction to determine such other times and dates as it deems appropriate to hear any dispute relative to a Prospective Upset

Bidder, and said hearing may be held upon an emergency notice as deemed appropriate in the sole discretion of the Bankruptcy Court.

8. How to Make Upset Bid. To be considered a valid Acceptable Upset Bid, the following is required:

a. The Upset Bid shall be made by a person or persons who satisfy the conditions set forth in the Sale and Auction Procedures Order to qualify as an Acceptable Bidder. The Initial Purchaser is deemed to qualify as an Acceptable Bidder and shall be deemed to qualify as such for all purposes of participating in the Auction;

b. The Acceptable Upset Bid made by the Highest Bidder shall remain open and be irrevocable through the Final Hearing and, if it is determined at such hearing to be approved as the final Acceptable Bid, it shall remain open and be irrevocable through the date of closing;

c. Upon being deemed the Highest Bidder at the auction sale, said Acceptable Bidder shall execute the Asset Purchase Agreement and a representation and agreement that its highest bid has been submitted pursuant to the terms and conditions of the Sale and Auction Procedures Order, and that said terms and conditions of the Asset Purchase Agreement are agreed to.

d. The Acceptable Upset Bid or Bid of the Highest Bidder is not subject to any upset bid after the close of the absolute auction or at the Final Hearing.

9. Procedures if No Acceptable Upset Bid is Received. If no Acceptable Upset Bid is received, then the modify Asset Purchase Agreement's Initial Purchase Price shall be deemed the highest and best offer for the Sale Assets and shall therefore be submitted for approval by the Court at the Final Hearing.

10. Highest Bidder Deposit. The Acceptable Bidder who submits the Highest Acceptable Bid, and is therefore the Highest Bidder, shall cause to be deposited with the Auctioneer an amount equal to ten percent (10%) of the bid which has been deemed to be the highest and best offer. Said deposit shall be submitted to and shall represent good funds on deposit with the Seller on or before Noon on the third (3rd) day prior to the hereinafter described Final Hearing or within ten (10) days of receiving notification that the first Highest Bidder has failed to close and consummate the Sale. If said Final Hearing is held less than three (3) days after the auction sale, then said deposit shall be submitted on or before Noon of the day prior to the hereinafter described Final Hearing.

11. Court Hearings.

a. Initial Sale Hearing. Initial sale hearings were held on April 30, 2026 and May 27, 2026 by the Court which approved the sale of the Sale Assets, the requested Auction Procedures, deem the Initial Purchaser to be an Acceptable Bidder, and deem the Initial Purchaser's bid as the

Acceptable Opening Bid. Preapproval of Auction Procedures and acceptable bid is necessary to maximize the value obtained for the Sale Assets and is therefore in the best interest of creditors.

b. Continued Initial Sale Hearing: Debtor reserves the right to request an additional hearing prior to the confirmation hearing. Such hearing shall be held on such notice, if any, as deemed appropriate by the Court.

c. Final Hearing/Confirmation Hearing. A final hearing will be held within five (5) business days after the auction date or as soon thereafter as can be scheduled by the Court. It shall be the purpose of said hearing to confirm that the procedures as set forth in the Sale and Auction Procedures Order have been followed by the Seller and the Auction conducted in accordance with the same, and to make such findings as are necessary to provide the purchaser with an order that properly passes title in accordance with the terms and conditions of the Asset Purchase Agreement and the order approving same. This hearing shall hereinafter be referred to as "Final Hearing." In the event that the Highest Bidder fails to consummate and close the sale an additional hearing will be scheduled on an emergency basis by the Debtor after receipt of the next Highest Bidder's deposit as set forth herein.

d. Closing Date. The closing date shall be deemed to be the date upon which the consideration is paid and all closing documents are signed. This may take place immediately after the Final Hearing/Confirmation Hearing but must occur within ten (10) business days of the Final Hearing/Confirmation Hearing unless otherwise Ordered by the Court.

e. Absolute Sale. This auction shall be an absolute sale and not subject to upset bid after the auction. Debtor will request that the Court waive the stay provided for in Bankruptcy Rules 6004(h) and 6006(d) and authorize the Seller to close this sale immediately upon entry of the order approving the sale following the Final Hearing.

f. Necessary Findings for Purchaser. A sale conducted pursuant to the procedures set forth herein shall result in the Sale Assets being sold to the Highest Bidder as a good-faith purchaser. Said purchaser shall acquire all rights as can be conveyed pursuant to 11 U.S.C. § 363 including, but not limited to, the rights of a good faith purchaser pursuant to 11 U.S.C. § 363(m) and a finding that the bidding was not pursuant to any improper collusive bidding practices which would not allow for the sale to be avoided for reasons which would include 11 U.S.C. § 363(n). The Highest Bidder shall appear at the Final Hearing, in person or through a duly authorized representative and not solely through counsel. Furthermore, the Court, among other things, must have a finding that the Purchaser is purchasing the Sale Asset free and clear of the conditional Restrictive Use Covenants as it relates to the Sale Asset.

12. Dispute Resolution. The United States Bankruptcy Court shall retain exclusive jurisdiction to resolve any disputes which may arise concerning the Auction Procedures or other issues relevant to the Seller's sale of the Sale Assets as outlined herein.

13. Emergency Court Hearing with Notice and Hearing. The Auction Procedures Order shall authorize the Court to hold emergency hearings to resolve any disputes that may arise prior to the auction. These emergency hearings would include, but not be limited to, any hearing

as to whether a party should be designated as an Acceptable Bidder. All such emergency hearings shall be held on Notice and Hearing as determined by the Court to be necessary under the circumstances and may include limited notice and/or telephonic notice to the designated parties. Where deemed necessary, the Sale and Auction Procedures Order shall allow for ex parte orders to be issued by the Court to aid and assist in the consummation of the Sale.

14. Breakup Fee. If the Initial Purchaser is not the successful bidder as a result of an Acceptable Upset Bid, then at closing the Initial Purchaser shall be paid a Breakup Fee of 3% of the final purchase price. If the Initial Purchaser is the ultimate purchaser but the Sale Price is greater than the Initial Purchase Price the Initial Purchaser shall not be entitled to the breakup fee.

15. Due Diligence. This Sale is subject to the completion of the Initial Acceptable Bidder's due diligence investigation of this Sale and the Initial Acceptable Bidder shall be required to share any due diligence with any party interested in becoming an Acceptable bidder, to the extent there is any.

Exhibit 4

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
WINSTON-SALEM DIVISION

In Re:	)	
	)	
Carolina's Contracting, LLC	)	Case No.: 25-50284
	)	
Debtor.	)	
	)	

NOTICE OF (I) SALE OF ASSETS OF DEBTOR, (II) BIDDING PROCEDURES, (III) DEBTOR'S INTENT TO SELL ASSETS OF DEBTOR TO SOUTHERN RESOLUTION SERVICES, LLC OR A HIGH OR BETTER BIDDER, FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTEREST, (IV) SALE HEARING, AND (V) OBJECTION DEADLINE AND PROCEDURES

TO ALL CREDITORS AND OTHER PARTIES IN INTEREST
PLEASE TAKE NOTICE

On April 28, 2025, Carolina's Contracting, LLC ("Debtor"), filed a voluntary petition for relief under Title 11 Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Middle District of North Carolina (the "Bankruptcy Court").

Pursuant to an Order of the Bankruptcy Court (the "Sale Procedures Order"), a hearing (the "Sale Hearing") will be held before the Honorable Lena M. James, United States Bankruptcy Judge on June 24, 2026 at 2:00 p.m. (EST) in the United States Bankruptcy Court for the Middle District of North Carolina, 601 W. 4th St, Winston-Salem, NC 27101, for the purposes of confirming that the procedures set forth in the Sale Procedures Order have been followed by the Debtor and the sale conducted in accordance with said Order, and to make such findings as are necessary to provide the ultimate purchaser with proper title in accordance with the terms of the Asset Purchase Agreement and the Sale Procedures Order. This hearing is referred to in the Sale Procedures Order as the "Final Hearing".

The Sale Procedures Order sets out the procedures, including the bidding procedures during an advertising period and at auction, and notice of hearings. The specifics as to the same should be obtained by review of the Sale Procedures Order, which is attached hereto and identified as Exhibit A.

Sale Assets. The Sale Assets offered for sale pursuant to the Sale Procedures Order are a significant portion of the Debtor's equipment more specifically set forth herein in Exhibit B attached hereto.

Solicitation of Bids; Advertising Period; Auction. An auction of the Sale Assets shall be conducted by Will Lilly and Ironhorse Auction Co., Inc. on June 18, 2026 beginning at 12:00 noon (EST) as an internet bid sale with a physical location 174 Airport Road, Rockingham, NC 278379 (At the discretion of Auctioneer a qualified bidder may appear by zoom conferencing) ("Auction"). Participation in the Auction is subject to certain bidding and auction procedures approved by the Court and is set out in more detail in the attached Exhibit A. **Any party seeking to be an Acceptable Bidder and therefore allowed to participate in said Auction shall deliver to Debtor, by and through their respective counsel (identified below), on or before 4:00 p.m. on June 15, 2026** those items necessary to qualify as an Acceptable Bidder as outlined in the Sale Procedures Order. The initial bid price of the Sale Assets shall be $2,427,870.00 and the initial upset bid shall be equal to or greater than $100,000.00 and any subsequent upset bids shall be made in an incremental amount equal to or greater than $10,000.00

Documents. Any party in interest seeking additional information concerning the assets to be sold may contact Debtor's counsel at Ivey, McClellan, Siegmund, Brumbaugh & McDonough, Charles M. Ivey, III or Dirk W. Siegmund, at 305 Blandwood Ave. Greensboro, North Carolina 27401, or 336-274-4658 for the purposes of obtaining a due diligence package, which would contain, among other things, a list of the equipment for sale and the current location of the equipment with contact information to facilitate inspection of the equipment and a copy of the Asset Purchase Agreement between Debtor and Southern Resolution Services, LLC.

Court Documents: A copy of the Sale Procedures Order (including the Bidding Procedures approved by the Bankruptcy Court) is attached hereto. Copies of additional relevant documents may be examined in the offices of the Clerk of the Bankruptcy Court or the office of the Bankruptcy Administrator during regular business hours. Additionally, copies of the foregoing are available upon request from the undersigned counsel for the Debtor and available for examination on the Court's website at www.ncmb.uscourts.gov.

This the 11th day of May, 2026.

/s/ Charles M. Ivey

Charles M. Ivey, III (NCSB #8333)
Dirk W. Siegmund (NCSB #20796)
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