RECEIVERSHIP AUCTION

By order of the Rhode Island Superior Court, Harmony Bodurtha, as Court-Appointed Receiver of RIDCO Casting Co. and RIDCO, Inc. will sell at public auction the following real estate, free and clear of liens, claims and encumbrances, except as otherwise set forth in the Court's orders:

PROPERTY TO BE SOLD

6 Beverage Hill Ave, Pawtucket, Rhode Island

±52,385 SF Industrial Property spans ±3.39 Acres

DATE & TIME OF AUCTION

November 19, 2026, at 2:00 p.m. | BID DEADLINE: 2:00 p.m. on November 17, 2026.

LOCATION OF AUCTION

250 Benefit Street, Providence, Rhode Island, Superior Court, Courtroom 5

TERMS OF SALE: The property is offered "AS IS, WHERE IS," with no representations or warranties of any kind.

- The Receiver has received an offer to purchase the Property for $2,000,000.00
- The Receiver seeks higher and/or better offers
- A deposit of 5% of the purchase price by certified bank check or wire transfer to the Receiver will be required to bid.
- The successful bidder shall execute a purchase and sale agreement at the auction.
- The Receiver's Bid Package contains the details and requirements to bid at the auction and is available upon a request to the broker, Jeff Finan.
- The sale is subject to approval and confirmation by the Rhode Island Superior Court

Harmony Bodurtha, as and only as Receiver

CONTACT:

JEFF FINAN
JFINAN@HAYESSHERRY.COM
401 273 7428

CUSHMAN & WAKEFIELD | HAYES & SHERRY

Notice of Receiver's Sale

By Court-Appointed Receiver

HARMONY CONTI BODURTHA, ESQ

IMMEDIATELY AVAILABLE FOR SALE

To All Interested Parties:

The Receiver seeks higher and/or better offers for the property located at 6 Beverage Hill Avenue, Pawtucket, Rhode Island (the "Property")

Contact Jeff Finan at Hayes & Sherry for showings
401-273-1980 | jfinan@hayessherry.com

6 Beverage Hill Avenue, Pawtucket, Rhode Island

(Tax Assessor's Plat 37, Lot 529)
52,385 SF Building, 3.39 Acres of Land

The Receiver has received an offer to purchase the Property for Two Million and 00/100 Dollars ($2,000,000) subject to higher and/or better offers and Court approval. Any party wishing to make a higher and/or better offer must submit a bid to the Receiver by 2:00 p.m. on Tuesday, November 17, 2026.

An auction has been scheduled for 2:00 p.m. on the 19th day of November 2026. In accordance with the Order entered in C.A.No.: PC-2025-04951, the auction will be conducted at Providence County Superior Court in Courtroom 5 at 250 Benefit Street, Providence, Rhode Island.

Any higher or better offer must be accompanied by a deposit equal to $100,000.00 or 5% of the purchase price, whichever is greater, payable by certified check or wire transfer and provide proof of financial capacity to close on the purchase.

BID DEADLINE: 2:00 p.m. on November 17, 2026
Orson and Brusini Ltd.
211 Quaker Lane, Suite 201, West Warwick, RI
P: 401-223-2100| E: HBodurtha@orsonandbrusini.com

ORSON AND BRUSINI LTD

COUNSELORS AT LAW

www.orsonandbrusini.com

Harmony Bodurtha
(401) 223-2100
hbodurtha@orsonandbrusini.com

October 2, 2026

TO: ALL PARTIES INTERESTED IN BIDDING ON THE REAL ESTATE OF RIDCO CASTING COMPANY and RIDCO, INC. LOCATED AT 6 BEVERAGE HILL AVENUE, PAWTUCKET, RI (Tax Assessor's Map Plat 37, Lot 529):

Re: *Jeffrey A. Cohen v. RIDCO Casting Co. and RIDO. Inc.; C.A. No.: PC-2025-04951*

Attorney Harmony Bodurtha has been appointed Receiver (the "Receiver") of RIDCO Casting Co. and RIDCO, Inc. (collectively, "RIDCO") which owns real estate located at 6 Beverage Hill Avenue, Pawtucket, Rhode Island (the "Property"), by Order of the Providence County Superior Court (the "Court") in the Receivership proceeding referenced above.

The Property is approximately 3.39 acres improved by two buildings with over 52,000 SF. The Property is located in Pawtucket, Rhode Island.

The Receiver has received a stalking horse offer (the "Stalking Horse Bid") to purchase the Property for Two Million and 00/100 Dollars ($2,000,000.00). The Receiver has filed a *Petition to Sell Free and Clear of Liens and Encumbrances* and that is scheduled for **November 19, 2026, at 2:00 p.m.** The Receiver is soliciting higher and/or better offers for the Property.

It is important to note that the Stalking Horse Bid allows for certain due diligence activities and testing at the Property. Competing bidders may similarly have access to the Property pursuant to execution of an access and indemnity agreement but only after providing all other items listed below. All competing bidders are strongly encouraged to come forward with all necessary items to submit a competing bid and complete any and all due diligence prior to the hearing on the Petition to Sell Free and Clear of Liens and Encumbrances before the bid deadline of **2:00 p.m. on Tuesday, November 17, 2026**.

Any party who wishes to participate in an auction for the Property must provide to the Receiver the following:

a. A written irrevocable offer in substantially the same form and on the same or better terms than the Stalking Horse Bid;
b. Any bids must be accompanied by a certified bank check or wire deposit transfer to the Receiver in amount equal to $100,000.00 or five (5) percent of the total purchase price in the bid and proof of sufficient ability to close, the sufficiency of which shall be determined in the sole discretion of the Receiver;

c. Any bid must disclose the identity of the bidding entity, its owners and disclose any relationship to RIDCO or its owners; and
d. Any bid and deposit funds must be received on or before **2:00 p.m. on Tuesday, November 17, 2026**.

I understand that you may have an interest in purchasing the Property which is being offered for sale by the Receiver. To participate in an auction of the Property, you must complete the steps outlined in the list above. The auction, if a qualified competing bid is received, will take place **in person** before Justice Brian Stern in Courtroom 5 at the Licht Judicial Complex, 250 Benefit Street, Providence, Rhode Island on **Thursday, November 19, 2026 at 2:00 p.m.** You must be present in person to participate in the auction or authorize someone with legal authority to be present and to sign a purchase and sale agreement on your behalf on that date and time.

Enclosed for informational purposes only are the following materials concerning the Property:

1. Petition To Sell Property Free And Clear Of Liens And Encumbrances

2. Marketing Brochure for the Property;

3. Limiting conditions regarding the Property and the sale of the Property; and

4. A blank Real Estate Purchase and Sale Agreement form to be executed and returned to the Receiver, with a deposit in certified funds of $100,000.00 or equal to five percent (5%) of the purchase price being offered, whichever is greater, by anyone interested in making an offer for the Property.

The Receiver does not and shall not make any representations or warranties of any kind whatsoever regarding the Property or in connection with its sale. The Property will be sold "as is" and "where is" and is expressly subject to all restrictions of record, all municipal zoning requirements, and all applicable federal, state and municipal laws, rules, regulations, and ordinances.

Any and all documents, materials, and/or information obtained from the Receiver or the Receiver's representatives are for informational purposes only, and all prospective purchasers are on notice to make whatever independent investigation they deem desirable or necessary with respect to the Property to be purchased in order to bid on the same.

In the event your bid is accepted by the Receiver, any conveyance and transfer of the Property is expressly subject to the approval of the Court. Any sale of the Property would be **free and clear of all liens and mortgages on the Property**.

Should you require further information concerning the Property, please contact the broker, Jeff Finan at Hayes & Sherry, (401) 273-1980 or jfinan@hayessherry.com.

Very truly yours,

Harmony Bodurtha, Esq.,
as and only as Permanent Receiver of
RIDCO Casting Company and RIDCO, Inc

Enclosures

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Submitted: 9/30/2026 8:34 AM
Envelope: 5862879
Reviewer: J'Lyn D.

Hearing Date: November 19, 2026 at 2:00 p.m.
Business Calendar
Justice Brian Stern

STATE OF RHODE ISLAND PROVIDENCE, SC.		SUPERIOR COURT
JEFFREY A. COHEN Petitioner,	:	
v.	:	C.A. No.: PC-2025-04951
RIDCO CASTING CO.; and RIDCO, INC. Respondents.	:	

RECEIVER'S PETITION TO SELL PROPERTY
FREE AND CLEAR OF LIENS AND ENCUMBRANCES

NOW COMES Harmony Bodurtha (the "Receiver"), the Receiver of the Respondents, RIDCO Casting Co. and RIDCO, Inc. (collectively, "RIDCO"), and hereby petitions this Honorable Court to enter an order authorizing the Receiver to sell the property hereinafter described, pursuant to the terms of the attached *Purchase and Sale Agreement*, free and clear of all interests, claims, liens and encumbrances, including but not limited to all statutory liens, with such liens and encumbrances to attach to the proceeds of such sale in the same priority as prior to such transfer, or as otherwise provided by applicable law. In support of this Petition, the Receiver respectfully states as follows:

1. Receiver is the duly-appointed Permanent Receiver of the above-referenced Respondents.
2. On September 22, 2025, this Court appointed Harmony Bodurtha as the Temporary Receiver of RIDCO and on October 24, 2025 this Court appointed Harmony Bodurtha as the Permanent Receiver of RIDCO.
3. Included among the property of this Receivership Estate is the Receiver's right, title and

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interest, if any, in and to certain real property located at 6 Beverage Hill Avenue, Pawtucket, Rhode Island identified as Tax Assessor's Plat 37, Lot 529 (the "Property"). The Property has a commercial/industrial building of over 52,000 square feet with one outbuilding for storage on approximately 3.39 acres as more fully-described in the *Purchase and Sale Agreement* (the "Offer"), a copy of which is annexed hereto as **Exhibit A**.

4. The Receiver has received an offer from Latitude Beverage Company (the "Buyer") to purchase the Property pursuant to the terms of the *Purchase and Sale Agreement*, see **Exhibit A**. The Buyer has offered to purchase all of the Receiver's right, title and interest as Receiver, in and to the Property for the purchase price of Two Million and 00/100 Dollars ($2,000,000.00). Pursuant to the terms of the Offer, the Buyer has paid a deposit to the Receiver, and held by the Escrow Agent, in the amount of One Hundred Thousand and 00/100 Dollars ($100,000.00).

5. The Receiver has accepted the Offer, subject to (i) approval by this Court, and (ii) higher and/or better offers.

6. This proposed sale is to be free and clear of all interests, claims, liens and encumbrances, including but not limited to all statutory liens of any municipality, with all such interests, claims, liens and encumbrances to attach to the proceeds of such sale in the same priority as prior to such sale, or as otherwise provided by applicable law.

7. The Receiver believes that it is in the best interests of the creditors of the within Estate that the Property be sold upon the terms of the Offer, or upon the terms and conditions of a higher and/or better offer approved by the Court.

8. Any higher and/or better offers are subject to the *Order Receiver's Motion to Approve Break-Up Fee and Establish Bid Procedures* attached hereto and incorporated herein as **Exhibit B**.

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9. The Receiver believes that a Notice of hearing on the within petition should be given to all parties who have recorded interests, claims, liens and encumbrances against the Property in the office of land evidence in the municipality where the Property is located, and/or at the Uniform Commercial Code Division of the Office of Secretary of State of Rhode Island, and to all municipal authorities holding statutory or other liens against the Property, all as set forth in the attached "Schedule of Real Estate Lien Recordings and UCC Financing Statements" annexed hereto as **Exhibit C**, and to all creditors and to all other interested parties known to the Receiver as set forth on **Exhibit D**.

10. The Receiver requests that all entities who claim an interest, lien or encumbrance against the Property, including all municipal authorities holding statutory or other liens against the Property, be directed to execute and deliver to the Receiver, within seven (7) days of her written request, lien releases, mortgage discharges, UCC Financing Termination Statements, in the usual and customary form, and all other documents reasonably necessary to effectuate the release and discharge of such interests, claims, liens and encumbrances, with the execution and delivery of same to be without prejudice to or waiver of any such interests, claims, liens or encumbrances against the sale proceeds.

11. The Receiver further seeks a declaration in the order approving the aforedescribed sale that all interests, claims, liens and encumbrances asserted against the Property, including, any municipal authorities, and any other interests, claims, liens and encumbrances asserted by those Parties with recorded UCC Financing Statements and or recorded liens against the real estate, be declared to be released and discharged upon consummation of the sale of the Property, and that the recording of such Order with the Receiver's Deed shall constitute evidence of such release and discharge.

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WHEREFORE, the Receiver prays: (a) that the within Petition be set down for hearing before this Honorable Court, (b) that the Receiver be authorized to sell the Property, free and clear of interests, claims, liens and encumbrance, including but not limited to, all statutory liens and other claims of any municipal authorities, either to Buyer or its nominee, or to any other party which this Court determines to have submitted the highest and/or best offer for the Property, upon the annexed terms and conditions, or upon such other terms and conditions as this Court may approve, (c) that all interests, claims, liens and encumbrances against said Property be transferred to the proceeds thereof in the same priority as prior to such transfer, including but not limited to all statutory liens and other claims of any municipal authorities, (d) that all entities who claim an interest, lien or encumbrance against the Property, including but not limited to those parties set forth on the attached "Schedule of Real Estate Lien Recordings and UCC Financing Statements," be directed to execute and deliver to the Receiver, within seven (7) days of her written request, lien releases, mortgage discharges, UCC Financing Termination Statements, in the usual and customary form, and all other documents reasonably necessary to effectuate the release and discharge of such interests, claims, liens and encumbrances, with the execution and delivery of the same to be without prejudice to or waiver of any such interests, claims, liens or encumbrances against the sale proceeds, (e) that all interests, claims, liens or encumbrances, including but not limited to, any municipal authorities holding statutory liens or other claims against the Property be declared, released and discharged with respect to the Property, and the recording of the Order authorizing such sale, along with the Receiver's Deed, be declared to constitute evidence of such release and discharge, and (f) that the Receiver be granted such other and further relief as this Court shall deem proper, reasonable, just, and necessary under the circumstances.

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Respectfully submitted,

/s/ Harmony Conti Bodurtha

Harmony Conti Bodurtha, Esq. (#6700)
As and only as Receiver of
RIDCO Casting Co., and RIDCO Inc.,
and not Individually,
Orson and Brusini Ltd.
211 Quaker Lane, Suite 201
West Warwick, RI 02893
Tel: (401) 223-2100
Fax: (401) 861-3103
hbodurtha@orsonandbrusini.com

Dated: September 30, 2026

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EXHIBIT A

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PURCHASE AND SALE AGREEMENT

1. PARTIES/AGREEMENT TO SELL AND PURCHASE

Harmony Bodurtha, Esq., solely in her capacity as Superior Court-appointed Permanent Receiver of RIDCO Casting Co. ("RIDCO"), and not individually, with a mailing address for purposes of this Agreement as c/o Orson and Brusini Ltd., 211 Quaker Lane, Suite 201, West Warwick, RI 02893 (hereinafter referred to as the "Seller" or the "Receiver") agrees to SELL, and **Latitude Beverage Company**, a Massachusetts corporation with a mailing address of 6 Liberty Square, PMB 99484, Boston, Massachusetts, by or through its nominee or assignee, (hereinafter referred to as the "Buyer") agrees to BUY, upon the terms hereinafter set forth, the real estate referred to in Section 2 hereof. This Purchase and Sale Agreement (this "Agreement") shall be effective as of the later of (a) the date on which Buyer signs this Agreement, or (b) the date on which Seller signs this Agreement (the "Effective Date").

2. DESCRIPTION OF PREMISES AND PERSONAL PROPERTY TO BE SOLD

The premises to be sold by Seller to Buyer consists of all the Seller's right, title, and interest, as said Receiver of RIDCO, in and to that certain real property together with all improvements situated thereon, including all rights appurtenant thereto, located at 6 Beverage Hill Avenue, Pawtucket, Rhode Island, identified as Tax Assessor's Plat 37, Lot 529 (collectively, the "Real Estate"). The term "Real Estate" shall include the Seller's right, title, and interest, as said Receiver of RIDCO, in the foregoing Real Estate, and the following Personal Property of Seller: (i) all fixtures, including without limitation (and to the extent applicable), electric fixtures, heating and central air conditioning equipment, and water heating equipment; and (ii) all permits, licenses, and approvals issued by federal, state, and local government agencies having permitting authority and used in connection with the ownership, maintenance and operation of the Real Estate, to the extent asssignable by the Receiver to the Buyer, at no cost and expense to the Receiver. The Buyer agrees and acknowledge that said Real Estate is being sold AS IS, WHERE IS and Seller makes no representations or warranties about the condition of the Real Estate.

3. DEED

Seller shall convey said Real Estate by a good and sufficient Receiver's Deed in customary form (the "Deed"), without covenants, warranties or representations of any kind whatsoever and said Deed shall convey all of the Seller's right, title and interest as said Receiver in and to the Real Estate, insurable title thereto, free and clear of all liens, mortgages, security interests, claims, and encumbrances, the Buyer acknowledges the following exceptions (the "Permitted Exceptions"):

(a) Provisions of existing building and zoning laws;
(b) Such real estate taxes, water and sewer charges as are not due and payable on the date for delivery of the Deed;
(c) Such other easements, restrictions, reservations, and other matters of record, and subject to all applicable zoning and other federal, state and municipal laws and regulations to which Buyer has not objected in accordance with Section 6 hereof.

The conveyance and transfer of the Real Estate is expressly made subject to approval of

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the Providence County Superior Court of the State of Rhode Island in the receivership proceeding pending before the Court, Docket No. PC-2025-04951 (the "Court"), after hearing with notice to all known interested parties, authorizing and ordering the sale free and clear of all liens, mortgages, security interests, claims, encumbrances and interest, including, but not limited to, any and all statutory liens, claims for municipal real estate or tangible property taxes.

Buyer acknowledges and understands that the consummation of this Agreement is subject to Court approval and that Seller, as Receiver, is obligated to submit to the Court for its review and consideration any other offers for the Real Estate received by the Receiver subsequent to this Agreement for a purchase price higher than or on more advantageous terms than those set forth herein for the Court's review and consideration.

4. PURCHASE PRICE

The Purchase Price to be paid by Buyer for the Real Estate shall be Two Million and 00/100 Dollars ($2,000,000.00). The Purchase Price shall be paid as follows:

(i) A deposit of One Hundred Thousand Dollars and 00/100 ($100,000.00) (the "Deposit") shall be paid at the time of the Buyer's execution of this Agreement to the Escrow Agent as defined in Section 7 hereof. The Deposit paid hereunder shall be credited to the purchase price if Buyer completes the purchase of the Real Estate and shall only be refundable to the Buyer pursuant to the terms of this Agreement. In the event that the Buyer shall default in its obligations hereunder, the Seller shall be entitled to retain the Deposit as Seller's exclusive remedy against the Buyer.

(ii) The balance of the Purchase Price, subject to the adjustments to be made by the parties as hereinafter set forth, shall be paid on the Closing Date (defined below) by certified check or cashier's check, wire transfer, or other immediately available funds.

5. BUYER'S DUE DILIGENCE AND INSPECTION RIGHTS

As used in this Agreement, the term "Inspection Period" shall mean the sixty (60)-day period from the Effective Date, during which Buyer is entitled to conduct inspections of, and due diligence regarding, the Real Estate. If Buyer cannot complete its diligent efforts within sixty (60) day period then such diligence period shall be extended for an additional Thirty (30) upon Buyer's written notice of such extension to the Receiver prior to the expiration of the initial Inspection Period.

During the Inspection Period, Buyer and all others whom the Buyer may designate in writing to Seller, shall have the right, at reasonable times and upon prior reasonable notice (as set forth below), at the Buyer's sole cost and expense, risk and hazard, to enter upon the Real Estate to examine and/or show the same and make, or cause to be made, engineering, environmental, and hazardous materials findings with respect thereto, including, without limitation, surveying, conducting test borings and other necessary digging in order to determine sub-soil conditions, and in general to conduct all other tests, analyses and studies of the Real Estate which the Buyer deems prudent in connection with the Buyer's intended use of the Real Estate; provided, however, that

Buyer shall (i) not unreasonably interfere with the current uses of the Real Estate by the Seller (if any); (ii) not permit any work or tests to be conducted by person(s) not covered by workmen's compensation liability insurance coverage; (iii) reasonably return the Real Estate to the condition existing prior to the exercise of its rights hereunder within a reasonable time thereafter, and (iv) defend, indemnify, and hold harmless the Seller from and against any and all liens of and injury, claims, or damage caused by the Buyer or Buyer's employees, servants, agents and contractors in connection with Buyer's exercise of its rights under this provision, for the avoidance of any doubt the Buyer agrees that this provision is not limited by liquidated damages clause set forth herein. The Buyer shall provide the Seller with reasonable advance written notice of each entry onto the Real Estate, and Seller shall have the right to have a representative present at each entry. The Buyer also shall have the right to work with and deal with any and all governmental authorities deemed proper by the Buyer to ascertain the status of, or to obtain any governmental permits and/or approvals necessary in connection with Buyer's intended use of the Real Estate. The Seller shall cooperate with the Buyer in all reasonable respects to assist the Buyer (at the Buyer's expense) in obtaining such governmental approvals, if any. The provisions of Section 5 shall survive the Closing.

Buyer agrees not to deliver or provide copies of any environmental reports or data to the Seller or otherwise disseminate the results thereof to the Seller or any third party unless Seller requests a copy of such reports pursuant to written notice to the Buyer. In the event that Buyer is not satisfied for any reason with the results of inspections and other due diligence conducted pursuant to this Section 5, Buyer may, at Buyer's sole option, elect to terminate this Agreement by written notice to Seller ("Environmental Termination Notice") given on or before the expiration of the Inspection Period, as may be extended as set forth herein, and obtain a complete refund of the Deposit within five business days of the Environmental Termination Notice, whereupon the Parties shall have no further obligations under the Agreement. If written notice to terminate is not given by Buyer to Seller on or before the expiration of the Inspection Period, the option to terminate shall be deemed waived, Buyer shall be obligated to accept the Real Estate in "AS IS" condition, and Buyer and Seller will proceed to Closing subject to the remaining terms of this Agreement.

6. TITLE

Buyer shall, within forty-five (45) days after the Effective Date (the "Title Inspection Period"), obtain an examination of title to the premises and a commitment for title insurance. In the event that Buyer is not satisfied for any reason with the results of the title examination or commitment, Buyer may elect to terminate this Agreement by written notice to Seller ("Title Termination Notice") given on or before the expiration of the Title Inspection Period and obtain a complete refund of the Deposit within five business days of the Title Termination Notice, whereupon the Parties shall have no further obligations under the Agreement. If written notice to terminate is not given by Buyer to Seller on or before the expiration of the Title Inspection Period, the option to terminate shall be deemed waived, Buyer shall be obligated to accept title to the Real Estate in "AS IS" condition, and Buyer and Seller will proceed to Closing subject to the remaining terms of this Agreement.

7. ESCROW AGENT

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A mutually agreeable attorney shall act as escrow agent ("Escrow Agent") and shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

(b) Escrow Agent may act in reliance upon any writing, instrument, or signature which it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Escrow Agent's duties under this Agreement shall be limited to those provided in this Agreement.

(c) Unless Escrow Agent discharges any of its duties under this Agreement in a negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement, Seller and Buyer shall indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in such connection Seller and Buyer shall indemnify Escrow Agent against any and all expenses including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim in such capacity.

(d) If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, or the application of the Deposit, Escrow Agent shall hold the Deposit until the receipt of written instructions from both Seller and Buyer or a final order of a court of competent jurisdiction. In addition, in any such event, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees in its capacity as Escrow Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

(e) All Deposits into escrow may be held by Escrow Agent in its IOLTA account.

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(f) Escrow Agent Fees. The Escrow Agent shall be paid by the Buyer a flat fee of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) for services as Escrow Agent now and through July 31, 2027. Additionally, the Escrow Agent shall be paid at a rate of $2,500.00 annually and due on the first day of August for each year thereafter that the Escrow Agent holds the Escrow Fund. However, this section shall not in any way limit the right to indemnification in Section 6 of the Escrow Agreement. At the Closing, the Seller shall give a credit to the Buyer for half of the total Escrow Agent Fees paid as of that date. If the Closing does not occur, for any reason, the Seller has no obligation to pay the Buyer any amount of the Escrow Agent Fees.

8. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Real Estate is contingent upon the occurrence of the following items (the "Closing Contingencies"):

(a) Seller shall deliver all of Seller's right, title and interest as said Receiver in and to the Real Estate, free and clear of all liens, mortgages, security interests, claims, encumbrances and interests;

(b) Buyer shall have obtained an Environmental Phase II to Buyer's satisfaction, subject to the terms and conditions of Section 5;

(c) Any other contingencies set forth in this Agreement shall have been satisfied by the applicable Party or waived by Buyer;

(d) Seller shall have performed all of its obligations hereunder on or before the Closing Date;

(e) Seller shall have received approval from the Court, authorizing and approving the sale contemplated hereby; and,

(f) In the event that any of the Conditions to Buyer's Obligations to Purchase remain unsatisfied as of the time set for performance, then Buyer shall have the right to terminate the Agreement and obtain a refund of the Deposit, whereupon the Parties shall have no further obligations under the Agreement.

9. CONDITION OF REAL ESTATE AT CLOSING

Full possession of the Real Estate, free and clear of all tenants and occupants, shall be delivered by Seller to Buyer, immediately following recording of the Deed, in the same condition in which the same are as of the date of this Agreement, reasonable use and wear excepted. Except

as set forth herein, Buyer acknowledges that Buyer is purchasing the Real Estate in its "AS IS," "WHERE IS" condition, with all faults, and Buyer is not relying upon any warranty, statement or representation, express or implied, made by or on behalf of Seller as to the condition or suitability of the Real Estate for any particular use.

Until the conveyance of the Real Estate to Buyer, Seller shall keep the Real Estate insured in such amounts as are presently insured. Risk of Loss remains with the Seller until recording of the Deed.

In the event of any loss or casualty occurring after Court approval of this Agreement and prior to delivery of the Deed in an amount in excess of $50,000, the Seller shall have the option of, but shall have no obligation of, (a) restoring the Real Estate to the same condition in which they were on the date of this Agreement, reasonable wear and tear excepted, or (b) reducing the Purchase Price by the amount of such damage, as said amount may be agreed to by the parties, or, failing such agreement, as may be determined by the Court. In the event that the Seller elects not to restore the Real Estate or to reduce the Purchase Price as herein provided, then either party may terminate this Agreement upon written notice to the other party ("Casualty Termination Notice"). In the event this Agreement is terminated, the Seller shall completely refund the Deposit to the Buyer within five business days of the Casualty Termination Notice, and all obligations of the parties hereto shall cease and this Agreement shall become null and void, without recourse to either party hereto.

10. TIME FOR PERFORMANCE/CLOSING DATE

The time for performance of the transactions contemplated in this Agreement (the "Closing" or "Closing Date") shall take place at 10:00 am on the 21st calendar day (or the next day thereafter that is a business day) following the entry of the Court Order Approving Receiver's Petition to Sell the Real Estate (the "Sale Order") (the "Closing"), at the office of the Seller or within two business days of full satisfaction of the Closing Contingencies, whichever is later,, or at such other time and place that is mutually agreed upon in writing by the parties prior thereto, provided that the Closing has not been stayed or enjoined by Order of a court of competent jurisdiction. It is agreed and understood that time is of the essence under this Agreement.

In the event that Court approval of this Agreement is not obtained by Seller on or before the 95th day after the date of this Agreement, or the Seller is unable to convey title to the Premises in accordance with the terms of this Agreement on the Closing Date, or such additional reasonable period of time as may be necessary to cure any defect in title in accordance with this Agreement, then the Seller shall return the Deposit, to the Buyer, and all obligations of the parties hereto shall cease and this Agreement shall be null and void, without recourse to either party hereto.

The Buyer's title attorney shall serve as settlement agent ("Settlement Agent") at Buyer's sole expense. The Settlement Agent shall provide the Seller with a copy of the proposed Settlement Statement at least 24 hours before the Closing. At the same time the Settlement Agent shall provide the Seller with a copy of the Municipal Lien Certificate and the basis for the computation of all adjustments and other entries on the Settlement Statement. At the Closing, the Seller's net proceeds check shall be delivered to the Seller in escrow pending recording of the

Deed, at which time such funds shall be released from escrow. Buyer agrees to record the Deed in the appropriate recording office forthwith after delivery of same. This provision shall be deemed to survive the Closing. Buyer shall notify Seller forthwith of the recording of the Deed and shall provide Seller with a copy of the same.

11. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the Real Estate at the Closing, all as herein stipulated, or if at the time of Closing the Real Estate does not conform with the provisions hereof, then the Seller, at the Seller's option, may use commercially reasonable efforts to remove any defects in title and to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, and the time for performance hereof and the Closing Date shall be extended for a period of thirty (30) days. If the Seller does not elect to use reasonable efforts to cure, then this Agreement shall be void and of no force or effect, without recourse by or against any party, and the Deposit shall be refunded to the Buyer. Seller shall not be obligated to cure any title defect, institute or prosecute any legal or other proceeding, or remove any encumbrances upon the title to the Premises not voluntarily placed thereon by the Seller subsequent to the date hereof or to correct any violations of subdivision, plat, zoning, building, minimum housing standard regulations or other similar restrictions or regulations in connection with Seller's obligation to use reasonable efforts under this Section 11. This section is also not intended to apply to any damage to the Real Estate caused by fire or other casualty.

12. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

In the event that Seller, despite commercially reasonable efforts, is unable at the expiration of the extended time pursuant to Section 11 hereof to remove any title defects, unless Buyer exercises its election under Section 13 hereof, then Buyer shall be entitled forthwith to terminate this Agreement and obtain a refund of the Deposit, whereupon the Parties shall have no further obligations under the Agreement.

13. BUYER'S ELECTION TO ACCEPT TITLE OR NON-CONFORMING PREMISES

The Buyer shall have the election, at either the original or any extended period for performance, to accept such title as the Seller is able to deliver to the Real Estate in its then condition and to pay therefor the Purchase Price without deduction, in which case the Seller shall convey such title.

14. ACCEPTANCE OF DEED

The acceptance of the Deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said Deed.

15. USE OF PURCHASE PRICE TO CLEAR TITLE

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Filed in Providence/Bristol County Superior Court
Submitted: 9/30/2026 8:34 AM
Envelope: 5862879
Reviewer: J'Lyn D.

To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said Deed or as soon as practicable thereafter.

16. ADJUSTMENTS

With respect to the Real Estate, fuel, real estate taxes, tangible taxes, fire district taxes, rents, security deposits (if any), and water and sewer use charges, for the current fiscal year shall be adjusted with the Seller paying for the period unpaid to the date of delivery of the Deed and Buyer paying or assuming the balance, as of the Closing Date or extended time for performance of this Agreement, and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by Buyer at the time of delivery of the Deed. In the event that at the time of delivery of said Receiver's Deed the amount of such taxes shall not be definitely fixed and ascertainable, it shall, for the purposes of making such apportionment, be conclusively assumed that the amount of such taxes will be identical with those of the next prior assessment.

17. DEFAULT; REMEDIES; TERMINATION FEE

(a) Buyer's Default. If Buyer defaults or fails to fulfill Buyer's obligations hereunder, the Deposit which is to be held in escrow by the Escrow Agent, together with any interest earned thereon, shall be delivered by the Escrow Agent to the Seller and retained by the Seller as liquidated damages and not as a penalty, Seller's recourse against the Buyer for any defaults by the Buyer is limited solely to a return of the Deposit and shall be Seller's sole and exclusive remedy against the Buyer in law or in equity for such default. The Buyer and the Seller acknowledge that in the event of a default by the Buyer, the Seller's damages would be difficult, if not impossible, to determine. The Seller and the Buyer have agreed to this liquidated damages provision in order to make the amount of the Seller's damages more certain.

(b) Seller's Default. Subject to the provisions of subsection (c) below, if for any reason Seller shall be unwilling to perform or shall otherwise fail to perform its obligations under this Agreement, or on the occurrence of any other default hereunder by Seller, the Deposit and all interest earned thereon shall be refunded to Buyer as Buyer's sole remedy hereunder; provided, however, that acceptance of the Deed to the Real Estate by Buyer shall be an admission of the full performance of this Agreement by Seller and shall operate to discharge Seller from all liability hereunder.

(c) Break-up Fee. The Buyer is willing to perform its due diligence at its own cost and expense. However, it understands that the proposed sale of Real Estate is subject to Court approval and competing bids, including through the Seller advertising and soliciting competing bids. Therefore, Seller agrees, subject to and conditioned on the issuance of a Court order approving the

Breakup Fee (as defined below), that in the event the Court enters a Sale Order for a sale to another buyer ("Third-Party Sale Order"), then Seller will forthwith return the Deposit to Buyer within five business days of the Third-Party Sale Order and, in addition, Seller shall pay to Buyer a breakup fee (in the amount specified below (the "Breakup Fee")) from the sale proceeds as soon as practicable after the date of a closing on the sale of the Real Estate to another buyer. The Breakup Fee to be paid by Seller shall be from the sale proceeds and shall be in an amount equal to Twenty-Five Thousand Dollars ($25,000). Seller agrees to seek preliminary Court approval for payment of a Breakup Fee prior to entry of the Sale Order (also known as the Breakup Fee Order). Notwithstanding anything herein to the contrary, the parties agree that Buyer shall not be entitled to the Breakup Fee in the event Buyer withdraws its bid or offer to purchase the Real Estate, or Buyer defaults or fails to fulfill Buyer's obligations hereunder.

18. RECORDING

Unless otherwise required by the Court, neither Party shall record this Agreement or any notice thereof, and any such recording shall constitute a default by the recording Party.

19. NOTICES.

Any and all notices, demands or requests permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice or by such party's attorney on such party's behalf, and shall be delivered personally or sent by U.S. registered or certified mail or by overnight mail, in each case with postage or delivery charge, as the case may be, prepaid, return receipt requested, or by electronic mail with a delivery receipt, all addressed as indicated below. Notice if hand delivered shall be deemed given on delivery. Notice if mailed as aforesaid shall be deemed given on the second (2nd) business day following the mailing date except for overnight deliveries which shall be deemed given on the day following mailing.

To Buyer:

Latitude Beverage Company
6 Liberty Square
PMB 99484
Boston, MA 02109

With a copy to:

Savage Law Partners, LLP
564 South Water Street
Providence, RI 02903
Attn: Christopher J. Fragomeni, Esq.
Email: chris@savagelawpartners.com

To Seller:

Harmony Bodurtha, Esq., solely in her capacity as permanent receiver of RIDCO Casting Co.

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Submitted: 9/30/2026 8:34 AM
Envelope: 5862879
Reviewer: J'Lyn D.

Orson and Brusini Ltd.
211 Quaker Lane, Suite 201
West Warwick, RI 02893
Email: hbodurtha@orsonandbrusini.com

With a copy to:

Lauren R. Frisch, Esq.
Orson and Brusini Ltd.
211 Quaker Lane, Suite 201
West Warwick, RI 02893
Email: lfrisch@orsonandbrusini.com

20. CLOSING DELIVERABLES

On the Closing Date, the Seller shall deliver or cause to be delivered at its expense, in addition to any other documents, instruments, or agreements required elsewhere in this Agreement, each of the following items (unless waived by Buyer) to the Buyer:

(a) A duly executed Receiver's Deed conveying the Real Estate to the Buyer with title as provided in Section 3;

(b) Affidavits and indemnities customarily signed by receivers in Rhode Island in connection with real property similar to the Real Estate, reasonably sufficient for the Title Company to delete any exceptions for mechanic's or materialmen's liens, parties in possession from the Buyer's title policy, and such other affidavits relating to such title insurance policy as the Title Company may reasonably request and that are agreeable to the Receiver in all respects;

(c) Such other instruments as the Buyer may reasonably request to effectuate the transactions contemplated by this Agreement; and

(d) A duly executed counterpart original of the closing statement setting forth the Purchase Price, the closing adjustments and the application of the Purchase Price, as adjusted.

On the Closing Date, the Buyer shall deliver or cause to be delivered at its expense each of the following to the Seller:

(a) The Purchase Price for the Real Estate, as such Purchase Price may have been adjusted pursuant to the provisions of this Agreement;

(b) A duly executed authorization from Buyer authorizing the Buyer, if Buyer's rights hereunder are assigned to an entity, to purchase the Real Estate pursuant to this Agreement and designating the individual(s) authorized to execute this Agreement and documents to be delivered at the Closing on behalf of the Buyer;

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Submitted: 9/30/2026 8:34 AM
Envelope: 5862879
Reviewer: J'Lyn D.

(c) Such other instruments as the Seller may reasonably request to effectuate the transactions contemplated by this Agreement; and

(d) A duly executed counterpart original of the closing statement setting forth the Purchase Price, the closing adjustments and the application of such amounts.

21. NO BINDING AGREEMENT UNTIL SIGNED.

Neither party shall be under any obligation to the other party with respect to this Agreement or the Real Estate or any negotiations relating thereto, unless and until this Agreement shall have been executed by both Buyer and Seller, whereupon this Agreement shall constitute the entire agreement between the parties as to the Real Estate.

22. BUYER'S REPRESENTATIONS AND WARRANTIES .

The execution and delivery of this Agreement by Buyer, and the consummation by Buyer of the transactions contemplated hereby, have been duly authorized by all necessary corporate action. Buyer has been duly empowered by its shareholders in accordance with applicable law to execute and deliver this Agreement and to purchase the Real Estate, appropriate votes having been taken and duly recorded, and no consents are required of other parties for Buyer to effect such transfer. The execution, delivery, and performance of this Agreement shall not violate any contract or agreement to which Buyer is a party, the laws of the State of Rhode Island or the Commonwealth of Massachusetts, and shall not violate any provisions of the Articles of Organization or Bylaws or other governing documents of Buyer.

23. DISCLOSURES

a. Wetlands Disclosure Pursuant to RIGL 2-1-26: All or part of the Real Estate may have been previously determined by the Rhode Island Department of Environmental Management to be a coastal wetlands bay, fresh water wetlands pond, marsh, riverbank, swamp, as these terms are defined in Chapter I of Title 2 of the Rhode Island General Laws. (See explanation below.) The parties hereto acknowledge that it shall be Buyer's sole responsibility to conduct any independent examination to determine whether the Real Estate are in an area determined to be a Wetlands pursuant to such statutory provisions.

An Explanation of the Wetlands Disclosure Requirements

Rhode Island law requires that a buyer be notified prior to the sale of real estate if it has been designated as wetlands by the Department of Environmental Management. Each city and town has maps of designated wetlands. These maps are of a scale that make it very difficult to identify an individual parcel of real estate. There are many properties which contain wetlands, but about which no previous determination has been made. Wetlands are defined according to the type of plant life which is present, or according to whether the property is subject to flooding. The legal definition of wetlands also includes a buffer area ranging from 50 feet to 200 feet from the edge of the biological wetlands.

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It is illegal to excavate, drain, fill; place trash, garbage, sewage, highway runoff, drainage ditch effluents, earth, rock, borrow, gravel, sand, clay, peat or other materials or effluents upon; divert water flows into or out of-, dike; dam; divert; change; add to or take from or otherwise alter a wetland without a written approval from the State.

A buyer should be particularly concerned with the wetlands designation if the buyer plans to build, or add onto, a house on the real estate when the real estate is served by an individual septic disposal system. If you are buying an existing house that is served by a municipal sewage system, this disclosure may only be a concern to you if the property is designated as being in a wetlands and you are building an addition or a new structure on the property.

b. Radon Gas: Radon gas has been determined to exist in the State of Rhode Island. Testing for the presence of radon in residential real estate prior to purchase is advisable. Buyer acknowledges that Seller has no obligation whatsoever to perform any tests for radon and that such testing, if any, shall be done solely at Buyer's expense. The Seller makes no representation whatsoever concerning the existence or absence of radon in the Real Estate.

c. Restrictions or Legislative/Governmental Action: Buyer is responsible for investigating whether there are any restrictions or legislative/governmental actions present or proposed, which affect or would affect the use of the Real Estate and Buyer acknowledges that it has not relied on any advice or any representations made by Seller, Seller's attorney, or any other representatives of Seller in this transaction with regard to same.

d. No Environmental Conditions: Buyer acknowledges that Buyer has or will conduct any environmental site assessments or studies of any kind which Buyer deems advisable and/or necessary, at Buyer's sole expense. Buyer expressly acknowledges and agrees that the conveyance contemplated hereunder is not conditioned in any way whatsoever upon the Receiver's conducting or performing any environmental site assessments or studies, or any cleanup or remedial action of any kind or nature on the Real Estate.

e. Lead Poisoning Disclosure: The Real Estate contain no residential dwelling units. The Buyer acknowledges that the Seller shall have no obligation whatsoever to perform any risk assessments or inspections for lead-based paint hazards with respect to the Real Estate. Any such inspections or risk assessments shall be done solely at the Buyer's election and expense. Buyer acknowledges that Seller makes no representations concerning the existence or absence of lead-based paint with respect to the Real Estate.

24. NO WARRANTIES AND REPRESENTATIONS AND NO RELIANCE ON OTHERS:

Buyer has entered into this Agreement based on Buyer's independent review and investigation of the Real Estate and not on any representation made by the Seller or any of Seller's employees, officers, directors, shareholders, owners, members, managers, attorneys, consultants, agents or any other representatives. THIS MEANS THAT THE REAL ESTATE IS BEING SOLD "AS IS", "WHERE IS", and "WITH ALL FAULTS."

Buyer specifically acknowledges that the Real Estate shall be sold to Buyer "as is", "where is", and "with all faults" and that no warranties or representations or covenants of any kind, expressed or implied, have been or will be made by Seller or any other party with respect to the physical, operating or any other condition of the Real Estate, or repair of the Real Estate, or utilities or sewer systems servicing the same or the use or operation to which the Real Estate may be put by Buyer, or the applicability of or compliance with applicable federal, state, county, city or other public authorities having or claiming jurisdiction over the Real Estate or any laws, statutes, codes, ordinances or regulations of any government authority, including without limitation, zoning, land use, building and fire safety, and environmental laws, including, without limitation, all laws, ordinances and regulations concerning hazardous waste and toxic substances, odors, noise, air emissions, discharge of water, chemicals and/or air pollution, or otherwise.

Buyer acknowledges that there have been no representations or warranties as to quality, quantity, durability, condition, merchantability, fitness for any particular purpose, or any other aspects of the Real Estate. Buyer acknowledges that it has not been influenced to enter into this transaction by the Seller or her attorney, or their employees, officers, directors, shareholders, attorneys, consultants, agents or any other representatives, and that Buyer has not received nor relied upon any statements or representations made by the Seller or her attorney, or their employees, officers, directors, shareholders, attorneys, consultants, agents or any other representatives.

Seller specifically disclaims all warranties imposed by statute or otherwise and makes no warranty of habitability, merchantability or fitness of the Real Estate for a particular purpose. The terms and provisions of this section shall survive the Closing.

25. MISCELLANEOUS

(a) The Parties acknowledge that Buyer may form a separate entity, which is owned or controlled in whole or in part by any of the current principals of Buyer, prior to the Closing Date, to whom Buyer shall be entitled to assign its rights under this Agreement or to whom Buyer shall designate the right to take title to the Real Estate hereunder; provided that such assignment shall not release Buyer's obligations and duties in this Agreement. Buyer agrees to notify Seller in writing of such assignment or designation at least ten (10) days prior to the Closing Date.

(b) This Agreement shall be governed by and construed in accordance with Rhode Island law enforced in accordance with the laws of that state without reference to the rules of conflicts of laws thereof. In any litigation connected with or arising from this Agreement, the parties hereto hereby consent to and confer exclusive jurisdiction in the Providence County Superior Court of the State of Rhode Island in the receivership proceeding pending before the Court, Docket No. PC-2025-04951, and hereby expressly waive any objections to personal jurisdiction, venue, and/or inconvenient forum in such Courts. This Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the Parties, their respective successors, assigns, or other legal representatives. If any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable such invalidity shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative

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Reviewer: J'Lyn D.

or unenforceable, but this Agreement shall be reformed and construed to be valid, operative and enforceable to the maximum extent permitted. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one Agreement. Delivery of an executed signature page of this Agreement or of any notice or other document delivered from either Party to the other in connection with the transaction contemplated by this Agreement (except for the Deed to be delivered at the closing) by electronic transmission shall be binding on the other Party, as if the original of such electronic transmission had been delivered to the other Party. This Agreement may not be modified, altered, or amended except by a written instrument executed by all parties to be charged. The captions and margin notes are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties to it.

(c) The drafting of this Agreement represents the joint effort of Seller and Buyer, and nothing herein shall be construed or weighed more heavily against either of the parties on the basis that such party may have been responsible for the drafting of such provision.

(d) Except as set forth herein, each party shall be responsible for its respective legal expenses in connection with the Closing of the transactions contemplated by this Agreement.

(e) The parties agree that this Agreement contains the entire agreement between the parties, and that it is subject to no understandings, conditions or representations other than those expressly stated herein. All understandings and agreements heretofore had between the parties, if any, are extinguished and are of no force and effect whatsoever except as the same may be expressly set forth in this Agreement. This Agreement is entered into by the Buyer after full investigation of the Real Estate, and no reliance is made by the Buyer upon any statements or representations not made in this Agreement.

(f) Notwithstanding anything herein to the contrary, the Seller's execution of this Agreement is solely in her capacity as Receiver and shall not render the Seller personally liable in any way whatsoever.

(g) A brokerage commission equal to Five Percent (5%) of the Purchase Price shall be paid by Seller to Hayes & Sherry (the "Seller's Broker"), concurrently with the delivery and recording of the Deed and the payment of the balance of the Purchase Price. Said Seller's Broker represents and warrants that they are duly licensed as such by the State of Rhode Island.

(h) The Buyer and Seller acknowledge that this Agreement accurately reflects the gross sales price as indicated above in this Agreement. The Buyer and Seller understand and agree that this information shall be disclosed to the Internal Revenue Service as required by law.

(i) The Seller represents that, as a Court-appointed Receiver, she is exempt from Rhode Island Non-Resident Withholding and will furnish Buyer and the title insurer with all requisite affidavits, and the Deed will contain a provision setting forth the basis for such exemption.

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Reviewer: J'Lyn D.

IN WITNESS WHEREOF, the parties have executed this instrument under seal as of the dates set forth below.

SELLER:

_____
Harmony Bodurtha, Esq., solely in her capacity as Permanent Receiver of RIDCO Casting Co., and not individually

Dated: 08/18/2026

BUYER:

_____
Latitude Beverage Company
By: _____
Its: Keen Mehra

Dated: 8/13/26

Case Number: PC-2025-04951
Filed in Providence/Bristol County Superior Court
Submitted: 9/30/2026 8:34 AM
Envelope: 5862879
Reviewer: J'Lyn D.

EXHIBIT B

Case Number: PC-2025-04951
Filed in Providence/Bristol County Superior Court
Submitted: 9/30/2026 3:02 PM
Envelope: 5824203
Reviewer: Alexa G.
Case Number: PC-2025-04951
Filed in Providence/Bristol County Superior Court
Submitted: 9/30/2026 3:02 PM
Envelope: 5824203
Reviewer: Alexa G.

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

JEFFREY A. COHEN *Petitioner,*	:	
v.	:	C.A. No.: PC-2025-04951
RIDCO CASTING CO.; and RIDCO, INC. *Respondents.*	:	

ORDER
RECEIVER'S MOTION TO APPROVE BREAK-UP FEE AND ESTABLISH BID PROCEDURES

This cause having come before the Honorable Brian P. Stern sitting in Providence County Superior Court on August 31, 2026, upon the *Receiver's Motion To Approve Break-Up Fee and Establish Bid Procedures* (the "Motion") and after hearing thereon, it is hereby,

ORDERED, ADJUDGED and **DECREED:**

1. That the Motion is granted;
2. That the Receiver is authorized and allowed to pay the Stalking Horse Bidder a "break-up fee" in the amount of $25,000.00 only after entry of an order of this Court approving a sale to another bidder and after a closing on a sale of the real estate to another buyer;
3. The Receiver will solicit qualified bids based upon the following criteria, unless waived by the Receiver in her sole discretion:
   a. A written irrevocable offer from a bidder in substantially the same form and on the same or better terms than the Stalking Horse Bid;

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Submitted: 9/30/2026 8:34 AM
Envelope: 5862079
Reviewer: Alexa G.
Case Number: PC-2025-04951
Filed in Providence/Bristol County Superior Court
Submitted: 9/2/2026 3:02 PM
Envelope: 5824203
Reviewer: Alexa G.

b. Any bids must be accompanied by a certified bank check or wire deposit transfer to the Receiver in amount equal to: $100,000.00 *or* five (5) percent of the total purchase price in the bid, whichever is greater, and proof of sufficient ability to close, the sufficiency of which shall be determined in the sole discretion of the Receiver;

c. The Stalking Horse Bid allows the Stalking Horse Bidder to engage in certain due diligence activities at the Real Estate, including environmental testing, etc. and competing bidders may similarly have access to the Real Estate for duel diligence activities, before hearing on a petition to sell, upon providing the Receiver with: (1) a signed purchase and sale agreement; (2) deposit funds as outlined herein; and (3) execution of an access and indemnity agreement;

d. It is highly advisable and desirable for all potential bidders who wish to engage in due diligence activities to submit competing bids with deposit funds and a signed access and indemnity agreement as soon as possible to allow due diligence to commence and preferable be completed before the hearing on a petition to sell the Real Estate; and

e. Any bid must be received at least 48 hours before the scheduled hearing on the receiver's petition to sell which shall be filed separately and notice shall be provided to all interested parties.

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Filed in Providence/Bristol County Superior Court
Submitted: 9/30/2026 3:24 PM
Envelope: 5882879
Reviewer: Jeyn D.
Case Number: PC-2025-04951
Filed in Providence/Bristol County Superior Court
Submitted: 9/2/2026 3:02 PM
Envelope: 5824203
Reviewer: Alexa G.

ENTERED as an Order of this Court this 8th day of September, 2026.

BY ORDER:

J.
Brian P. Stern
Associate Justice

Associate Justice

ENTER:

/s/ Carin Miley
Senior Deputy Clerk I
September 8, 2026

Clerk, Superior Court

Submitted by:

Harmony Bodurtha,
As and only as Receiver of
RIDCO Casting Co., and RIDCO, Inc.,

/s/ Harmony Bodurtha

Harmony Bodurtha, Esq. (#6700)
Orson and Brusini Ltd.
211 Quaker Lane, Suite 201
West Warwick, RI 02893
T: (401) 223-2100
F: (401) 861-3103
hbodurtha@orsonandbrusini.com

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Filed in Providence/Bristol County Superior Court
Submitted: 9/30/2026 8:34 AM
Envelope: 5862879
Reviewer: J'Lyn D.

EXHIBIT C

Case Number: PC-2025-04951
Filed in Providence/Bristol County Superior Court
Submitted: 9/30/2026 8:34 AM
Envelope: 5862879
Reviewer: J'Lyn D.

Schedule of Real Estate Lien Recordings and UCC Financing Statements

Citi Bank Europe PLC
1 North Wall Quay
Dublin DU 1 IRL

Citi Bank N.A. ITS Branches
Subsidiaries and Affiliates
388 Greenwich Street 10th Floor
New York, NY 10013 USA

Citi Bank N.A.
388 Greenwich Street
New York NY 10013 USA

Wolters Kluwer Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

New York UCC Team 3
111 Eight Avenue
New York, NY 10011

CT Lien Solutions
P.O. Box 29071
Glendale, CA 31209-9071

U.S. Small Business
Administration
2 North Street, Suite 320
Birmingham, AL 35203

Webster Bank, N.A.
200 Executive Boulevard
Southington, CT 06489

Corporation Service Company
801 Aldai Stevenson Drive
Springfield, IL 62703

Unicarrriers Capital A
Program Of De Lage
Landen Financial
1111 Old Eagle School Rd
Wayne, PA 19087

Kristen Cascella
Accardo Law Offices, LLP
311 Angell Street
Providence, RI 02906

De Lage Landem F.S.
1111 Old Eagle School Rd
Wayne, PA 19087

PLEASE NOTE: This Schedule A does not include all creditors of the Defendant known to the Receiver or who may have filed Proofs of Claim with the Receiver. For further information in that regard, please feel free to contact the Receiver directly.

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Submitted: 9/30/2026 8:34 AM
Envelope: 5862879
Reviewer: J'Lyn D.

EXHIBIT D

Case Number: PC-2025-04951
Filed in Providence/Bristol County Superior Court
Submitted: 9/30/2026 8:34 AM
Envelope: 5862879
Reviewer: J'Lyn D.

Rec. RIDCO Casting & RIDCO Inc.

Schedule A

RI Division of Taxation
Bankruptcy Unit
c/o Richard P. Smith, Chief
One Capitol Hill, Suite 3
Providence, RI 02908

Corporations Division
Office of the Secretary of State
148 W. River Street
Providence, RI 02904-2615

Internal Revenue Service
Insolvency Unit
380 Westminster Street, 4th Floor
Providence, RI 02903

Rhode Island Energy
Attn: Credit and Collections
280 Melrose Street
Providence, RI 02907

RI Department of Labor and Training
Attn: Legal Counsel
1511 Pontiac Ave
Cranston, RI 02920

Pension Benefit Guaranty Corp.
Attn: Legal Counsel
1200 K Street, N.W.
Washington, DC 20005-4026

The Narragansett Bay Commission
Attn: Jillian Colby, Esq.
One Service Road
Providence, RI 02905

Ray White
Rhode Island Energy
280 Melrose Street
Providence, RI 02907

Pension Benefit Guaranty Corp.
Attn: James Borages
JFK Federal Building, Room 575
Boston, MA 02203

Tax Collector
City of Pawtucket
137 Roosevelt Avenue
Pawtucket, RI 02860

Verizon
500 Technology Drive
Suite 550
Weldon Spring, MO 63304

RI Dept. of Environmental Mgmt.
Attn: Legal Counsel
235 Promenade Street
Providence, RI 02908

RI Department of Labor
And Training
P.O. Box 20380
Cranston, RI 02920-0944

Internal Revenue Service
ATTN: Julie Sweeney
JFK Building
PO Box 9112; Stop No. 20800
Boston, MA 02203

US Department of Labor
ATTN: Jean Ackerman, Reg. Dir.
Employee Benefits Security Admin.
JFK Federal Building, Room 575
Boston, MA 02203

Ray White
Rhode Island Energy
rswhite@rienergy.com

Brian J. Hughes, Esq.
155 Federal St., 9th Floor
Boston, MA 02110

Rhode Island Energy
P.O. Box 25215
Lehigh Valley, PA 18002-5215

John M. Harpootian, Esq.
Paster & Harpootian
1000 Chapel View Blvd, Suite 200
Cranston, RI 02920

Samantha Ferrucci, Esq.
Ferrucci Russo Dorsey, P.C.
207 Quaker Lane, Suite 301
West Warwick, RI 02893

Mark Russo, Esq.
Ferrucci Russo P.C.
207 Quaker Lane, Suite 301
West Warwick, RI 02893

The Angell Pension Group, Inc.
88 Boyd Avenue
East Providence, RI 02914

Stanley Cohen
145 Marbury Ave
Pawtucket, RI 02860

Beverly Cohen
145 Marbury Ave
Pawtucket, RI 02860

Case Number: PC-2025-04951
Filed in Providence/Bristol County Superior Court
Submitted: 9/30/2026 8:34 AM
Envelope: 5862879
Reviewer: J'Lyn D.

Jeffrey Cohen
413 North Lane
Bristol, RI 02809

John T. Precobb, Esq.
Demerle & Associates P.C.
10 City Square
Boston, MA 02129

Marc D. Wallick, Esq.
Wallick & Associates
51 Jefferson Blvd
Warwick, RI 02888

Lynda L. Laing, Esq.
Strauss Factor Laing & Lyons
One State Street, Suite 600
Providence, RI 02908

AmSher Collection Services, Inc.
4524 Southlake Parkway, Suite 15
Hoover, AL 35244-3271

Sunoco
P.O. Box 6407
Sioux Falls, SD 57117-6407

Kevin O. Flood, Esq.
Law Office of Kevin O. Flood
One Beacon Centre, Suite 200
Warwick, RI 02886

Christopher J. Fragomeni, Esq.
Savage Law Partners, LLP
564 South Water Street
Providence, RI 02903

Richard J. Land, Esq.
Chace Ruttenberg & Freedman, LLP
One Park Row, Suite 300
Providence, RI 02903

Carl Freedman, Esq.
Chace Ruttenberg & Freedman, LLP
One Park Row, Suite 300
Providence, RI 02903

Schedule of UCC Financial Statements and Real Estate Lien Recordings

Citi Bank Europe PLC
1 North Wall Quay
Dublin DU 1 IRL

Citi Bank N.A. ITS Branches
Subsidiaries and Affiliates
388 Greenwich Street 10th Floor
New York, NY 10013 USA

Citi Bank N.A.
388 Greenwich Street
New York NY 10013 USA

Wolters Kluwer Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

New York UCC Team 3
111 Eight Avenue
New York, NY 10011

CT Lien Solutions
P.O. Box 29071
Glendale, CA 31209-9071

U.S. Small Business
Administration
2 North Street, Suite 320
Birmingham, AL 35203

Webster Bank, N.A.
200 Executive Boulevard
Southington, CT 06489

Corporation Service Company
801 Aldai Stevenson Drive
Springfield, IL 62703

Unicarrriers Capital A
Program Of De Lage
Landen Financial
1111 Old Eagle School Rd
Wayne, PA 19087

Kristen Cascella
Accardo Law Offices, LLP
311 Angell Street
Providence, RI 02906

De Lage Landem F.S.
1111 Old Eagle School Rd
Wayne, PA 19087

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PLEASE NOTE: This Schedule A does not include all creditors of the Defendant known to the Receiver or who may have filed Proofs of Claim with the Receiver. For further information in that regard, please feel free to contact the Receiver directly.

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Schedule B

Imperial Zinc
3500 Lacey Road, Suite 220
Downers Grove, IL 60515

Mold Med LLC
1 Christopher Drive
Lincoln, RI 02865

City of Pawtucket
P.O. Box 9709
Providence, RI 02940

Bay Business Machines
6 Blackstone Valley Place, Suite 203
Lincoln, RI 02865

Webster Bank
P.O. Box 790408
St. Louis, MO 63179

MSC Industrial Supply
P.O. Box 953635
St Louis, MO 63195

High Tech Engineering, Inc.
423 Walcott Street
Pawtucket, RI 02861

Johnson Controls
P.O. Box 371967
Pittsburgh, PA 15250

Equipment Depot
P.O. Box 789152
Philadelphia, PA 19178

Travelers Insurance Co.
P.O. Box 660317
Dallas, TX 75266

Shell Small Business
P.O. Box 6293
Carik Streanm, IL 60197

Balboa Capital
575 Anton Blvd, Suite 1080
Costa Messa, CA 92626

Monarch Metal Finishing
189 Georgia Ave
Providence, RI 02905

TQL
P.O. Box 634558
Cincinnati, OH 45263

Encore Fire Protection
70 Bacon Street
Pawtucket, RI 02860

MTG Disposal, LLC
P.O. Box 535233
Pittsburgh, PA 15253

Rhode Island Energy
P.O. Box 371361
Pittsburgh, PA 15250

Ocean State Oil
P.O. Box 1960
North Kingstown, RI 02852

Ocean State Scale & Balance
31B Reservoir Ave
Coventry, RI 02816

Bell's Powder
500 John L Dietsch Blvd
North Attleboro, MA 02763

Tiffin Foundry & Machine Inc
423 West Adams Street, P.O. Box 37
Tiffin, OH 44883

Cintas
P.O. Box 631025
Cincinnati, OH 45262

Marcum LLP
100 Westminster St, Suite 500
Providence, RI 02903

Plastonics Inc
230 Locust Street
Hartford, CT 06114

Turn Key Tool & Die
8 Progress Parkway
Union, MO 63084

Metropolitan Alloys Corp
P.O. Box 634118
Cincinnati, OH 45263

Narragansett Bay Commission
P.O. Box 9668
Providence, RI 02940

Quaker Houghton Connect
P.O. Box 102464
Pasadena, CA 91189

Teknicote Inc
P.O. Box 25277
Overland Park, KS 66225

First Point Power, LLC
2000 Chapel View Blvd, Ste 450
Cranston, RI 02920

Airgas East
P.O. Box 734445
Chicago, IL 60673

Eastern Alloys, Inc.
P.O. Box 419834
Boston, MA 02241

Gem Air Services, Inc.
33 Taft Street
Pawtucket, RI 02860

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Robert Half
12400 Collections Center Drive
Chicago, IL 60693

Jewelers Shipping Assoc.
125 Carlsbad Street
Cranston, RI 02920

Chem-Trend
22022 Network Place
Chicago, IL 60673

Joseph F. Bruzzi
17 Beechwood Drive
Cumberland, RI 02864

Unifirst Corp.
33 Lambert Lind Hwy Ste 3
Warwick, RI 02886

Pennsylvania Steel Co.
322 Great Hill Road
Naugatuck, CT 06770

Everlasting Designs
P.O. Box 127
Wood River Junction, RI 02894

Healthsource Rhode Island
P.O. Box 9711
Providence, RI 02940

David London & Co.
29 Carrington Street
P.O. Box 231
Lincoln, RI 02241

Crystal Rock
P.O. Box 560573
Dallas, TX 75266

Crystal Stamping LLC
51 Charlton Avenue
Pawtucket, RI 02860

JS Pallet Co. Inc.
P.O. Box 4110
Woburn, MA 01888

Selective Insurance Co. Of America
P.O. Box 371468
Philadelphia, PA 19178

GT Safety Productions Inc.
485 Narragansett Park Dr
Pawtucket, RI 02861

TJ Russell Co. Inc.

P.O. Box 544
Bristol, RI 02809

Stamp One Inc.
600 Park Ave
Cranston RI, 02910

Roberts Carroll Feldstein & Pierce
10 Weybosset Street, Suite 800
Providence, RI 02903

Home Depot
P.O. Box 183715
Columbus, OH 43218

Vector Transportation Corp.
10 Newtowne Ct, Apt 183
Cambridge, MA 02139

Unicarriers Capital A Program of De Lage
P.O. Box 825736
Philadelphia, PA 19182

Pawtucket Water Supply
P.O. Box 1111
Providence, RI 02901

Jeha's Citgo
76 Newport Ave
Pawtucket, RI 02861

Staples Advantage
P.O. Box 70242
Philadelphia, PA 19176

Gesswein
201 Hancock Ave
Bridgeport, CT 06605

Vector Transportation Inc.
85 Commons Dr #401
Shrewsbury, MA 01545

Vector Transportation Services, LLC
84 Spring View Dr
Lynn, MA 01904

Balboa Capital
222 Jefferson Blvd, Suite 200
Warwick, RI 02888

TJ Russell Co. Inc.
500 Wood Street, Unit 22
Bristol, RI 02809

I.C. System, Inc.
P.O. Box 64378
Saint Paul, MN 55164-0378

T-Mobile
P.O. Box 742596
Cincinnati, OH 45274-2596

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Verizon
P.O. Box 15124
Albany, NY 12212-5124

Rhode Island Department of Labor and Training
Worker's Compensation Faud and Compliance Unit
P.O. Box 20190
Cranston, RI 02920

Health Source RI for Employers
20 Newman Ave, Suite 100
Rumford, RI 02916

Ocean State Oil
123 Ocean State Drive
North Kingstown, RI 02852

Johnson Controls Security Solutions LLC
P.O. Box 371967
Pittsburgh, PA 15251

T-Mobile
P.O. Box 629025
El Dorado Hills, CA 95762

Paychex
1175 John Street
West Henrietta, NY 14586-9199

elan Financial Services
P.O. Box 790084
St. Louis, MO 63179-0084

Coastal M&A
700 Pleasant Street, Suite 535
New Bedford, MA 02740

United States Department of Commerce
U.S. Census Bureau
Washington, DC 20233

Lawrence Waste Services
49 Alder Street
Medway, MA 02053

Bay Business Machines, Inc.
6 Blackstone Valley Place, Suite 203
Lincoln, RI 02865

American Recovery Service Incorporated
555 Charles Drive, Suite 100
Thousand Oaks, CA 91360-3983

Total Energy, LLC
123 Ocean State Drive
North Kingstown, RI 02852

Piccerelli, Gilstein & Co.
c/o Marc D. Wallick, Esq.
51 Jefferson Blvd, 1st Floor
Warwick, RI 02888

Pawtucket Water Supply Board
85 Branch Street
Pawtucket, RI 02860

Jeff Finan
Hayes & Sherry
146 Westminster Street, 2nd Floor
Providence, RI 02903

McCarthy, Burgess & Wolff
26000 Cannon Road
Cleveland, OH 44146

Jackson National Life Insurance Company
P.O. Box 4285
Clinton, IA 52733-4285

The Receivable Management Services
P.O. Box 5000
Fogelsville, PA 18051

NCCI Inc
901 Peninsula Corporate Circle
Boca Raton, FL 33487-1362

Imperial First Supply
P.O. Box 756
Deerfield Beach, FL 3443

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LIST OF PROSPECTIVE BIDDERS

Chris Scheurer
Chris@cia-industrial.com

CIA Industrial
2020 Dunlap St
Cincinnati, OH 45214

Chart Westcott
chartwestcott@gmail.com

ShaloTek Inc.
189 Commercial Ct
Rincon, GA 31326

George Paskalis
Tracey Gear broker
george@mgcommercial.com

Kevin Mehra
Lattitude Beverage
kevin@lattitudebeverage.com

Andre Galvin
Lifespan broker
Andrew.galvin@cbre.com

William Kapos
Downeast Coffee
wkapos@downeastcoffee.com

Ken Zuckerman
Diversified Properties
knbz@verizon.net

Robert Sousa
Broker
robert.sousa@redfin.com

Max Rather
aip industrial
mrather@aipindustrial.com

David Weisberg
dweisberg@technic.com

Victor Schmidt
victor@alokaproperties.com

Patrick Joyce
Patrick.Joyce@cbre.com

Andrew Galvin
Neil.Galvin@cbre.com

Jeff Finan
jfinan@hayessherry.com

David Nugent
dnugent@americanrp.com

2

6 BEVERAGE HILL AVENUE

PAWTUCKET, RI

For Sale

52,385 SF

3.39 ACRES

CUSHMAN & WAKEFIELD | HAYES & SHERRY

// PROPERTY HIGHLIGHTS

16' CLEAR HEIGHT CEILINGS
15' CLEAR TRIM ROOM
25' CLEAR DIE CASTING ROOM

2,400 SF OFFICE SPACE

2 TAILBOARD DOCKS

65 PARKING SPACES

MO LIGHT INDUSTRIAL USE

ASKING PRICE
UPON REQUEST

// FOR INFORMATION, CONTACT:

JEFF FINAN
Partner
+1 401 273 7428
jfinan@hayessherry.com

KARL SHERRY
Partner
+1 401 273 7427
ksherry@hayessherry.com

// 146 Westminster Street, 2nd Floor
Providence, RI 02903
hayessherry.com

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3

Limiting Conditions Regarding the
Information in this Bid Package for RIDCO Casting Co. and RIDCO, Inc.

The information contained herein is made expressly subject to the following limiting conditions:

1. No responsibility is assumed for matters factual or legal in nature related to the Property.

2. No responsibility is assumed for hidden or unapparent conditions of the Property which would render it more or less valuable.

3. The information contained herein was obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy is assumed by the Receiver.

4. The Property are being sole "AS IS, WHERE IS" and no representations or warranties are made by the Receiver or her employees, attorneys, agents, consultants or the like, whatsoever.

5. Neither all nor any part of the contents of this Bid Package, or copy thereof, may be used for any purpose except in connection with the review of the Property by a prospective purchaser.

6. The Receiver has not authorized her employees, attorneys, agents, and the like to make any representations regarding the Property and to the extent that any such representations are made, they are hereby repudiated by the Receiver and should not be relied upon by any bidder.

4

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") made and entered into by and between Harmony Bodurtha, in my capacity as and only as Rhode Island Superior Court-appointed Receiver of RIDCO Casting Co. ("RIDCO") and not individually, (hereinafter referred to as "Seller" or "Receiver") with a mailing address for purposes of this Agreement as c/o Orson and Brusini, Ltd., 211 Quaker Lane, Suite 201, West Warwick, RI 02893 and _____, or its nominee, designee, and/or assignee (hereinafter referred to as "Buyer") with a mailing address for purposes of this Agreement of _____.

WITNESSETH THAT

1. PREMISES:

Seller agrees to sell and convey to Buyer (or Buyer's nominee), and Buyer agrees to buy, upon the terms and conditions hereinafter set forth, all of Seller's right, title and interest, if any, as said Receiver of RIDCO, free and clear of liens, encumbrances and mortgages, in and to that certain real estate located at 6 Beverage Hill Avenue, Pawtucket, Rhode Island (Plat 37, Lot 529), with all such buildings and improvements thereon, which is more fully described in Exhibit A attached hereto. This conveyance shall include the Receiver's right, title and interest, free of liens and mortgages in all buildings and improvements thereon, (all of which are hereinafter referred to as the "Premises"). Said Premises is being sold AS IS, WHERE IS and Seller makes no representations or warranties about the condition of the Premises.

2. DATE OF THIS AGREEMENT:

The Date of this Agreement shall be the date on which the Seller signs this Agreement, as set forth immediately under the Seller's signature below (the "Effective Date").

3. TITLE and COURT APPROVAL:

Conveyance of the Seller's interest as aforesaid in the Premises shall be made by a Receiver's Deed in customary form, without covenants, warranties or representations of any kind whatsoever, conveying to the Buyer all of the Seller's right, title and interest as said Receiver in and to the Premises, free and clear of all monetary liens, mortgages, security interests, claims, encumbrances and interests, specifically including, but not limited to, any and all statutory liens, claims for municipal real estate or tangible property taxes or other claims of the City of Pawtucket, Rhode Island. The conveyance and transfer of the Premises is expressly made subject to approval of the Providence County Superior Court for the State of Rhode Island in the Receivership proceeding pending before that court as docket number C.A. No.: PC 2025-04951 (the "Court") after hearing with notice to all known interested parties, authorizing and ordering the sale of the Premises free and clear of all liens, mortgages, security interests, claims, encumbrances and interests, specifically including, but not limited to, any and all statutory liens, claims for municipal real estate or tangible property taxes or other claims of the City of Pawtucket, Rhode Island. The conveyance of the

Premises shall be subject to all restrictions, easements and conditions of record, and subject to all applicable zoning and other federal, state and municipal laws and regulations.

Except to the extent to which the Buyer shall notify the Seller, in writing, within fifteen (15) days after the date of the Seller's acceptance of this Agreement of any respect in which title to the Premises does not conform to the foregoing provisions, the Buyer shall be deemed to have waived any objection on account thereof, and the Buyer shall be obligated to accept title to the Premises subject to any such conditions.

Buyer acknowledges and understands that the consummation of this Agreement is subject to Court approval and that Seller, as Receiver, is obligated to submit to the Court for its review and consideration any other offers for the Premises received by the Receiver subsequent to this Agreement for a purchase price higher than or on more advantageous terms than those set forth herein for the Court's review and consideration.

4. POSSESSION:

At the Closing, full possession of the Premises shall be delivered to the Buyer in the same condition in which the same are as of the date of this Agreement, reasonable use and wear and damage by fire, the elements or other casualty excepted.

5. PURCHASE PRICE: The agreed total Purchase Price for the Premises is _____ DOLLARS ($_____) (the "Purchase Price"), of which:

$_____ DOLLARS ($_____) (representing five percent (5%) of the Purchase Price) has been paid herewith to Seller as a deposit by wire transfer, certified or bank check (the "-Deposit"), which Deposit shall be held by the Seller in a non interest bearing escrow account, pending the consummation of this conveyance. In the event that the Buyer shall default in its obligations hereunder, the Seller shall be entitled to retain the Deposit together with all other remedies available to Seller. The balance of the Purchase Price shall be paid by Buyer to Seller at the Closing (defined below); and

6. BALANCE OF PURCHASE PRICE:

The balance of the Purchase Price shall be paid by wire transfer of funds or by certified, cashier's or bank check, which must be drawn on a Rhode Island bank. Payment of the balance of the Purchase Price, subject to the adjustments to be made by the parties as hereinafter set forth, and delivery of the Receiver's Deed shall occur at the Closing.

7. THE CLOSING:

The Closing is to be held at 10:00 a.m. on the twenty first calendar day (or the next day thereafter that is a business day) following the entry of the Court Order approving this Agreement (the "Closing"), at the office of the Seller, or at such other time and place as may be agreed to by the parties prior thereto, provided that the Closing has not been stayed or enjoined by Order of a court of competent jurisdiction.

It is agreed and understood that **TIME IS OF THE ESSENCE** under this Agreement.

In the event that Court approval of this Agreement is not obtained by Seller on or before the 90th day after the date of this Agreement, or the Seller is unable to convey title to the Premises in accordance with the terms of this Agreement on the Closing Date, or such additional reasonable period of time as may be necessary to cure any defect in title in accordance with this Agreement, then the Seller shall return the Deposit, with any interest earned thereon, if any, to the Buyer, and all obligations of the parties hereto shall cease and this Agreement shall be null and void, without recourse to either party hereto.

The Buyer's title attorney shall serve as settlement agent ("Settlement Agent") at Buyer's sole expense. The Settlement Agent shall provide the Seller with a copy of the proposed Settlement Statement at least 24 hours before the Closing. At the same time the Settlement Agent shall provide the Seller with a copy of the Municipal Lien Certificate and the basis for the computation of all adjustments and other entries on the Settlement Statement. At the Closing, the Seller's net proceeds check shall be delivered to the Seller in escrow pending recording of the Receiver's Deed, at which time such funds shall be released from escrow. Buyer agrees to record the Receiver's Deed in the appropriate recording office forthwith after delivery of same. This provision shall be deemed to survive the Closing. Buyer shall notify Seller forthwith of the recording of the Receiver's Deed.

8. ADJUSTMENTS:

Rents, fuels, water charges, and sewer use charges, if any, shall be apportioned as of the date of delivery of the Receiver's Deed as estimated on the basis of the best information available at the time, and the net amounts thereof shall be added to or deducted from the Purchase Price, as the case may be.

Any assessments constituting a lien on the Premises which are payable over a period of more than one (1) year shall be apportioned in such manner that Seller shall pay installments due during the appropriate calendar or municipal fiscal years prior to the year said Receiver's Deed is delivered, the installment due in that year shall be apportioned in the same manner as provided for taxes, and the Buyer shall pay or assume the balance of such assessment. Buyer hereby agrees to assume to pay when due all taxes and assessments which are allowed as a credit against the Purchase Price.

Real Estate taxes, tangible property taxes, and fire district taxes assessed upon the Premises as of December 31 of the year immediately preceding the year in which the delivery of the Receiver's Deed occurs, applicable to the following year, shall be apportioned, in accordance with the manner

such taxes are customarily prorated in the municipality where the Premises are located, in such a manner that Seller shall pay, or, at Seller's election, allow to Buyer as a credit against the Purchase Price, that portion thereof which corresponds to the portion of said year which has expired on the date of delivery of the Receiver's Deed, and Buyer shall pay or assume the balance. Seller shall pay or, at Seller's election, allow to Buyer as a credit against the Purchase Price, all other taxes which are a lien upon the Premises. In the event that at the time of delivery of said Receiver's Deed the amount of such taxes shall not be definitely fixed and ascertainable, it shall, for the purposes of making such apportionment, be conclusively assumed that the amount of such taxes will be identical with those of the next prior assessment.

The Seller shall be entitled, at the Seller's discretion, to use any portion or all of the Purchase Price to pay any of the foregoing or any other liens or encumbrances against the Premises. In the event that a portion or all of the Purchase Price is used to pay any of the foregoing, the Settlement Agent shall provide copies of receipts or other evidence of payment satisfactory to the Seller within forty-eight (48) hours of the recording of the Receiver's Deed.

9. EXTENSION OF CLOSING:

In Seller's sole and absolute discretion, if the Seller shall be unable to give title to Buyer, or to make conveyance, or to deliver possession of the Premises, all as in accordance with this Agreement, or if at the time of the Closing, the Premises does not conform with the provisions of this Agreement, then the Seller, at the Seller's option, may use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the Closing hereunder shall be extended for a period of thirty (30) days. If the Seller does not elect to use reasonable efforts to cure, then this Agreement shall be void and of no force or effect, without recourse by or against any party, and the Deposit shall be refunded to the Buyer. It is understood and agreed that Seller shall not be under any obligation to attempt to cure by litigation or otherwise any defect which may be found to exist in the title to the Premises or to remove any encumbrances upon the title to the Premises not voluntarily placed thereon by the Seller subsequent to the date hereof or to correct any violations of subdivision, plat, zoning, building, minimum housing standard regulations or other similar restrictions or regulations. This paragraph is also not intended to apply to any damage to the Premises caused by fire or other casualty, as to which the provision of a Paragraph hereof entitled 11. INSURANCE: shall apply. The Buyer may, however, with the Seller's consent, elect to waive any such defects and accept such title to the Premises as the Seller is able to convey, without any warranty as to such conditions and without a reduction of the Purchase Price, and an acceptance of the Receiver's Deed by the Buyer shall be deemed full performance and discharge of all the obligations of the Seller under this Agreement.

10. SELLER'S TENDER OF DEED.

The tender of the Receiver's Deed by the Seller shall be deemed full performance and discharge of every agreement and obligation of the Seller contained or expressed in this Agreement.

11. INSURANCE:

Until delivery of the Receiver's Deed, the buildings on the Premises shall be insured by Seller against loss by fire under the same policy as exists at present, if any, and in case of any loss or other casualty in an amount less than $100,000.00 occurring between the date of this Agreement and the delivery of the Receiver's Deed, Buyer shall remain bound to purchase the Premises and Seller agrees to pay over or assign to Buyer upon payment of the remainder of the Purchase Price all sums recovered or recoverable on account of said insurance, unless the Seller shall have restored the premises to their former condition in which event the proceeds shall be retained by Seller.

In the event of any loss or casualty occurring after Court approval of this Agreement and prior to delivery of the Receiver's Deed in an amount in excess of $100,000.00, the Seller shall have the option of, but shall have no obligation of, (a) restoring the Premises to the same condition in which they were on the date of this Agreement, reasonable wear and tear excepted, or (b) reducing the Purchase Price by the amount of such damage, as said amount may be agreed to by the parties, or, failing such agreement, as may be determined by the Court. In the event that the Seller elects not to restore the Premises or to reduce the Purchase Price as herein provided, then either party may terminate this Agreement. In the event this Agreement is terminated, the Seller shall refund the Deposit to the Buyer, with any interest earned thereon, and all obligations of the parties hereto shall cease and this Agreement shall become null and void, without recourse to either party hereto.

12. DEFAULT:

If the Buyer shall default in the performance of Buyer's obligations hereunder, the Seller shall have the right to retain the Deposit and to sell the Premises without notice to the Buyer and without previously tendering a Receiver's Deed to the Buyer. Such sale shall not in any way release the Buyer from liability for breach of contract and, in the event of such default, the Seller shall have the right, whether the Premises are sold or not, to retain the Deposit as liquidated damages, and not as a penalty, or as security for payment by the Buyer of any additional damages to which the Seller may be entitled by reason of the Buyer's default, as the Seller may elect, without prejudice to or waiver of any right to other or further damages or to pursue any other remedy, legal or equitable, which shall accrue to Seller by reason of Buyer's default.

13. NOTICES:

All notices as required in this Agreement must be in writing. All notices shall be by certified mail or by personal delivery. Notice by certified mail will be effective upon sending. Notice by personal delivery will be effective upon delivery to the other party. Notices to the Seller and the Buyer must be addressed to the addresses that appear in the first paragraph of this Agreement.

14. BUYER REQUIRED TO COMPLY WITH ZONING:

Buyers of real estate in the State of Rhode Island are legally obligated to comply with all local real estate ordinances, including, but not limited to, ordinances on the number of unrelated persons who may legally reside in a dwelling, as well as ordinances on the number of dwelling units permitted under the local zoning ordinances.

15. DISCLOSURES:

a. Wetlands Disclosure Pursuant to RIGL 2-1-26: All or part of the Premises may have been previously determined by the Rhode Island Department of Environmental Management to be a coastal wetlands bay, fresh water wetlands pond, marsh, riverbank, swamp, as these terms are defined in Chapter I of Title 2 of the Rhode Island General Laws. (See explanation below.) The parties hereto acknowledge that it shall be Buyer's sole responsibility to conduct any independent examination to determine whether the Premises are in an area determined to be a Wetlands pursuant to such statutory provisions.

An Explanation of the Wetlands Disclosure Requirements

Rhode Island law requires that a buyer be notified prior to the sale of real estate if it has been designated as wetlands by the Department of Environmental Management. Each city and town has maps of designated wetlands. These maps are of a scale that make it very difficult to identify an individual parcel of real estate. There are many properties which contain wetlands, but about which no previous determination has been made. Wetlands are defined according to the type of plant life which is present, or according to whether the property is subject to flooding. The legal definition of wetlands also includes a buffer area ranging from 50 feet to 200 feet from the edge of the biological wetlands.

It is illegal to excavate, drain, fill; place trash, garbage, sewage, highway runoff, drainage ditch effluents, earth, rock, borrow, gravel, sand, clay, peat or other materials or effluents upon; divert water flows into or out of-, dike; dam; divert; change; add to or take from or otherwise alter a wetland without a written approval from the State.

A buyer should be particularly concerned with the wetlands designation if the buyer plans to build, or add onto, a house on the real estate when the real estate is served by an individual septic disposal system. If you are buying an existing house that is served by a municipal sewage system, this disclosure may only be a concern to you if the property is designated as being in a wetlands and you are building an addition or a new structure on the property.

b. Radon Gas: Radon gas has been determined to exist in the State of Rhode Island. Testing for the presence of radon in residential real estate prior to purchase is advisable. Buyer acknowledges that Seller has no obligation whatsoever to perform any tests for radon and that such testing, if any, shall be done solely at Buyer's expense. The Seller makes no representation whatsoever concerning the existence or absence of radon in the Premises.

c. Restrictions or Legislative/Governmental Action: Buyer is responsible for investigating whether there are any restrictions or legislative/governmental actions present or proposed, which affect or would affect the use of the Premises and Buyer acknowledges that it has not relied on any advice or any representations made by Seller, Seller's attorney, or any other representatives of Seller in this transaction with regard to same.

d. No Environmental Conditions: Buyer acknowledges that Buyer has or will conduct any environmental site assessments or studies of any kind which Buyer deems advisable and/or necessary, at Buyer's sole expense. Buyer expressly acknowledges and agrees that the conveyance contemplated hereunder is not conditioned in any way whatsoever upon the Receiver's conducting or performing any environmental site assessments or studies, or any cleanup or remedial action of any kind or nature on the Premises.

e. Lead Poisoning Disclosure: The Premises contain no residential dwelling units. The Buyer acknowledges that the Seller shall have no obligation whatsoever to perform any risk assessments or inspections for lead-based paint hazards with respect to the Premises. Any such inspections or risk assessments shall be done solely at the Buyer's election and expense. Buyer acknowledges that Buyer has been advised that Seller has no reports or information concerning lead-based hazards with respect to the Premises, and that Seller makes no representations concerning the existence or absence of lead-based paint with respect to the Premises.

16. ACCURATE DISCLOSURE OF SELLING PRICE:

The Buyer and Seller acknowledge that this Agreement accurately reflects the gross sales price as indicated above in this Agreement. The Buyer and Seller understand and agree that this information shall be disclosed to the Internal Revenue Service as required by law.

17. NO WARRANTIES AND REPRESENTATIONS AND NO RELIANCE ON OTHERS:

Buyer has entered into this Agreement based on Buyer's independent review and investigation of the Premises and not on any representation made by the Seller or any of Seller's employees, officers, directors, shareholders, owners, members, managers, attorneys, consultants, agents or any other representatives. THIS MEANS THAT THE PREMISES IS BEING SOLD "AS IS", "WHERE IS", and "WITH ALL FAULTS."

Buyer specifically acknowledges that the Premises shall be sold to Buyer "as is", "where is", and "with all faults" and that no warranties or representations or covenants of any kind, expressed or implied, have been or will be made by Seller or any other party with respect to the physical, operating or any other condition of the Premises, or repair of the Premises, or utilities or sewer systems servicing the same or the use or operation to which the Premises may be put by Buyer, or the applicability of or compliance with applicable federal, state, county, city or other public authorities having or claiming jurisdiction over the Premises or any laws, statutes, codes, ordinances or regulations of any government authority, including without limitation, zoning, land use, building and fire safety, and environmental laws, including, without limitation, all laws, ordinances and regulations concerning hazardous waste and toxic substances, odors, noise, air emissions, discharge of water, chemicals and/or air pollution, or otherwise.

Buyer acknowledges that there have been no representations or warranties as to quality, quantity, durability, condition, merchantability, fitness for any particular purpose, or any other aspects of the Premises. Buyer acknowledges that it has not been influenced to enter into this transaction by the

Seller or her attorney, or their employees, officers, directors, shareholders, attorneys, consultants, agents or any other representatives, and that Buyer has not received nor relied upon any statements or representations made by the Seller or her attorney, or their employees, officers, directors, shareholders, attorneys, consultants, agents or any other representatives.

Seller specifically disclaims all warranties imposed by statute or otherwise and makes no warranty of habitability, merchantability or fitness of the Premises for a particular purpose. The terms and provisions of this section shall survive the Closing.

18. RHODE ISLAND NON-RESIDENT WITHHOLDING:

The Seller represents that, as the Court-appointed Receiver, she is exempt from Rhode Island Non-Resident Withholding and will furnish Buyer and the title insurer with all requisite affidavits, and the Receiver's Deed will contain a provision setting forth the basis for such exemption.

19. AMENDMENTS:

This Agreement may not be amended or modified except pursuant to a written instrument executed by both Buyer and Seller, and approved by the Court.

20. CONSTRUCTION OF AGREEMENT:

If this Agreement has been executed in one or more counterparts and each shall be deemed to be an original and shall be binding upon and inure to the benefit of the respective heirs, executors and/or administrators, successors, and/or assigns, of the respective parties hereto, subject to the express conditions stated herein. This Agreement and the interpretation hereof shall be governed by the laws of the State of Rhode Island and the parties expressly agree that the Court shall have jurisdiction to resolve any and all disputes arising under this Agreement, to interpret any terms hereof, and to enforce any and all provisions of this Agreement.

21. ENTIRE AGREEMENT:

The parties hereto, each declare that this instrument contains the entire agreement between the parties, and that it is subject to no understandings, conditions or representations other than those expressly stated herein. All understandings and agreements heretofore had between the parties, if any, are extinguished and are of no force and effect whatsoever except as the same may be expressly set forth in this Agreement. This Agreement is entered into by the Buyer after full investigation of the Premises, and no reliance is made by the Buyer upon any statements or representations not made in this Agreement.

22. PROHIBITION AGAINST RECORDING:

This Agreement may not be recorded in the Records of Land Evidence of the municipality in which the Premises is located. IN THE EVENT OF ANY RECORDING OF THIS AGREEMENT, AT THE OPTION OF THE SELLER, THE BUYER WILL CONCLUSIVELY BE DEEMED IN

DEFAULT HEREUNDER ENTITLING THE SELLER TO EXERCISE ALL RIGHTS AND REMEDIES HEREUNDER FOR BUYER'S DEFAULT. In addition, any third party may conclusively rely upon an affidavit executed and recorded by the Seller in said Land Evidence records stating the Seller has elected to hold the Buyer in default, as conclusively establishing that the Buyer has no further right, title, or interest under this agreement or to the Premises, all of which will be deemed released and conveyed to Seller.

23. NO PERSONAL LIABILITY:

Notwithstanding anything herein to the contrary, the Seller's execution of this Agreement is solely in her capacity as Receiver and shall not render the Seller personally liable in any way whatsoever.

24. BROKERS AND FINDERS:

A brokerage commission equal to Five Percent (5%) of the Purchase Price shall be paid by Seller to Hayes & Sherry (the "Seller's Broker"), concurrently with the delivery and recording of the Receiver's Deed and the payment of the balance of the Purchase Price. Said Seller's Broker represents and warrants that they are duly licensed as such by the State of Rhode Island.

WITNESS the Signatures of the above parties on the date set forth below.

_____	_____
Signature of Buyer	Harmony Bodurtha, as and only as Receiver of RIDCO Casting Co., and not individually
_____	
Printed Name of Buyer	
_____	
Phone Number of Buyer	
_____	_____
Date	Date
_____	_____
Witness to Above Signature	Witness to Above Signature