

ENTERED

July 01, 2026

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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In re:	:	Chapter 11
	:	
F-STAR SOCORRO, L.P., <i>et al.</i> ,	:	Case No. 25-90607 (ARP)
	:	
Debtors. ¹	:	Jointly Administered
	:	
	:	Re: Dkt. No. 767

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**ORDER (I) APPROVING AND AUTHORIZING THE DEBTORS' ENTRY
INTO THE TERM SHEET WITH RC PV LENDER I, LLC; (II) AUTHORIZING
THE DEBTORS TO OBTAIN POSTPETITION SECURED FINANCING ON
AN INTERIM BASIS AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of F-Star Socorro, L.P. and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) (i) approving entry into the Term Sheet, dated June 17, 2026 (the “**Madison Term Sheet**”), by and among the Debtors and RC PV Lender I, LLC (“**Madison**”); (ii) authorizing the Debtors to obtain postpetition priority secured financing on the terms set forth in the Madison Term Sheet on an interim basis; and (iii) granting related relief, pursuant to sections 105(a), 363, 364, and 503 of

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are F-Star Socorro, L.P. (7438); Five Star Development Properties, LLC (2183); Five Star Development Resort Communities, LLC (1282); Five Star Resort Holdings Parent, LLC (N/A); Five Star Resort Holdings, LLC (N/A); Five Star Resort Mezz, LLC (N/A); Five Star Resort Owner, LLC (4994); Five Star Land Holdings Parent, LLC (N/A); Five Star Land Holdings (AZ), LLC (N/A); Five Star Land Mezz, LLC (N/A); Five Star Land Owner, LLC (N/A); FSPV Mezz C Sub LLC (5233); FSPV Res C, LLC (8745); 11751 Alameda Avenue Owner, LLC (2300); JNY Building Owner, LLC (6282); JNY II Building Owner, LLC (9687); 1340 Bob Hope Drive Owner, LLC (4986); JNY, L.P. (3609); JNY II, L.P. (3041); 5 Star Tech I, L.P. (4020); 5 Star Tech II-1, LP (5916); 5 Star Tech II-4, LP (2357); 5-Star Tech II-2, L.P. (6602); F-Star Socorro Holding Co., LLC (6729); JNY Mezz, LLC (N/A); JNY II Mezz, LLC (N/A); 5 Star Tech I GP, LLC (N/A); 5 Star Tech II-1 GP, LLC (N/A); 5 Star Tech II-4 GP, LLC (N/A); 1340 Bob Hope Drive Parent, LLC (N/A); 11751 Alameda Avenue Parent, LLC (N/A); Unit 82 El Paso Owner, LLC (2399); Southwest Rojas Parent, LLC (N/A); and Southwest Rojas, LLC (N/A). The Debtors’ mailing address in these chapter 11 cases is 6720 N. Scottsdale Rd., #130, Scottsdale, AZ 85253.

² Capitalized terms used but not defined in this Order have the meanings used in the Motion or the Madison Term Sheet, as applicable.

the Bankruptcy Code, Bankruptcy Rule 9019, and Bankruptcy Local Rules 1075-1, 2002-1, 4001-1, 4002-1, and 9013-1, and the Complex Case Procedures, as more fully described in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Order of Reference to Bankruptcy Judges* from the United States District Court for the Southern District of Texas, entered May 24, 2012; and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b)(2); and this Court's entry of a final order being consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; this Court having reviewed the Motion, and the Miller Declaration; and having heard the statements in support of the relief requested in the Motion at a hearing before this Court (the "**Hearing**"), if any; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and any parties in interest; and the Court having found that the Debtors' notice of the Motion and opportunity for hearing on the Motion were appropriate and no other notice need be provided; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. Subject to the terms of this Order, the terms of the Madison Term Sheet attached hereto as **Exhibit 1** are approved. The Madison Term Sheet satisfies all applicable requirements of the Bankruptcy Code and Bankruptcy Rules, including Bankruptcy Rule 9019.
3. Subject to the terms of this Order, the Debtors and Madison are authorized to (a) enter into and perform under the Madison Term Sheet, and (b) take any steps necessary or

appropriate to fully implement the Madison Term Sheet in accordance with the terms and conditions set forth therein.

4. The Debtors are authorized to obtain the Initial Advance under the Madison DIP Facility on the terms and conditions set forth in the Madison Term Sheet and to take all actions necessary to effectuate the funding thereof. Upon funding, the amount of the Initial Advance shall be added to and become part of the obligations outstanding under the Prepetition Credit Documents, shall increase the amount of the Madison Claim on a dollar-for-dollar basis, and shall be entitled to the same treatment, liens, and security interests afforded the obligations arising under the Prepetition Credit Documents. For the avoidance of doubt, the Initial Advance shall be secured by the existing liens and security interests with the same priority and encumbering the same property as the liens and security interests arising under the Prepetition Credit Documents.

5. Upon, and effective as of, entry of this Order, and subject and subordinate to the Replacement DIP Superpriority Claim (as defined herein), Madison is hereby granted allowed priority administrative expense claims under section 503(b) of the Bankruptcy Code on account of the Initial Advance against the following Debtors: Unit 81 El Paso Owner, LLC, 1340 Bob Hope Drive Owner, LLC, JNY Building Owner, LLC, JNY II Building Owner, LLC, F-Star Socorro Holding Co, LLC, 11751 Alameda Avenue Owner, LLC, Five Star Resort Owner, LLC, Five Star Land Owner, LLC, and FSPV Res C, LLC. Notwithstanding anything to the contrary in this Order or the Madison Term Sheet, (a) nothing herein or in the Madison Term Sheet shall be deemed to prime or be otherwise made senior to the Replacement DIP Liens, with respect to the Replacement DIP Collateral, or the Replacement DIP Superpriority Claims,³ and (b) nothing

³ The “Replacement DIP Liens,” “Replacement DIP Superpriority Claims,” and the “Replacement DIP Collateral” shall have the definitions assigned them in the *Final Order (I) Authorizing Debtors to (A) Obtain Replacement Postpetition Secured Financing and (B) Use Cash Collateral; (II) Granting Liens and Providing Claims with*

herein shall be deemed to grant BH any rights with respect to the Replacement DIP Superpriority Claims beyond what is granted in the BH Final DIP Order, except for the additional consent fee referenced herein in paragraph 13.

6. Other than the distribution and/or disposition of Madison's collateral, as defined in the Construction Loan Agreement dated as of May 11, 2023 (as amended, restated, replaced, supplemented or otherwise modified from time to time), by and among RC PV Lender I LLC, Five Star Resort Owner, LLC, Five Star Land Owner, LLC, FSPV Res C, LLC, Unit 81 El Paso Owner, LLC, F-Star Socorro, L.P., JNY Building Owner, LLC, JNY II Building Owner, LLC, 1340 Bob Hope Drive Owner, LLC and 11751 Alameda Avenue Owner, LLC, or the proceeds thereof, in each case in an aggregate amount not to exceed the Consented Claim (plus interest as set forth under Paragraph 2 and Paragraph 3 of the Madison Term Sheet), which shall be paid to Madison and/or conveyed to Madison, no payment, repayment or other distribution of cash or other property shall be made to Madison on account of the DIP Obligations unless and until the Replacement DIP Obligations have been indefeasibly paid in full in cash, all Replacement DIP Superpriority Claims and Replacement DIP Liens have been satisfied and BH's commitments to extend credit under the BH DIP Facility have been terminated as required by the BH Final DIP Order. If Madison receives any payment or distribution on account of the DIP Obligations in violation of the foregoing sentence and prior to indefeasible payment in full in cash of the Replacement DIP Obligations, such payment or distribution shall be held in trust for the benefit of BH and shall be promptly paid over or transferred to BH to be applied to the Replacement DIP

Superpriority Administrative Expense Status; (III) Granting Adequate Protection; and (IV) Granting Related Relief [Dkt. No. 467] (the "BH Final DIP Order").

Obligations in accordance with the Replacement DIP Documents (as defined in the BH Final DIP Order).

7. The Debtors are authorized to use the proceeds of the Madison DIP Facility to pay the Estates' professional fees as set forth in the most recently delivered extended budget, subject to the terms of the Madison Term Sheet and this Order.

8. The Parties are authorized to modify or extend any of the dates or deadlines set forth in the Madison Term Sheet upon the Parties' agreement in writing without further order of the Court.

9. Nothing in this Order shall authorize the Debtors to obtain, borrow, or draw upon the Second Advance contemplated by the Madison Term Sheet. Any authorization to obtain the Second Advance, including any liens, claims, and security interests associated therewith, shall be subject to further order of the Court.

10. Except as set forth in *Stipulated Final Order Authorizing the Debtors' Use of Cash Collateral on the Terms Set Forth in the Cash Collateral Term Sheet* [Dkt. No. 453], Debtors shall not use any of Madison's cash collateral in excess of \$25.3 million in the aggregate, unless Madison expressly consents to such use in writing as set forth in the Madison Term Sheet. Madison is deemed to have consented to the Debtors' use of cash collateral in amounts as set forth in the cash collateral budget previously provided to Madison.

11. Notwithstanding anything to the contrary in the BH Final DIP Order, Replacement DIP Documents (as defined in the BH Final DIP Order), or otherwise, solely as it relates to the Initial Advance, BH hereby waives any (i) rights and (ii) events of default that have occurred, are continuing, or would arise under the Replacement DIP Documents or otherwise as a result of the Debtors' entry into, and the consummation of the transactions contemplated by, the

Madison Term Sheet, this Order, or the filing of the Motion. For the avoidance of doubt, and solely with respect to the Initial Advance under the Madison Term Sheet, the prior written consent of BH required under Paragraph 17 of the BH Final DIP Order is hereby given, and neither the Debtors' pursuit of this Order nor the entry of this Order solely as it relates to the Initial Advance shall constitute a violation of Paragraph 17 or an Event of Default under the BH Final DIP Order or the Replacement DIP Documents.

12. Except as expressly set forth in paragraph 11 of this Order, (i) the entry of this Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of BH under the Replacement DIP Documents, the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, with respect to entry of a final order by this Court in connection with the Motion or the Second Advance and (ii) nothing in this Order shall modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Replacement DIP Documents.

13. In consideration of BH's consent to the Initial Advance under the Madison Term Sheet, the agreed amendments to the Borrowing Base Limitation in the Secured Superpriority Debtor-in-Possession Loan Agreement (which shall be subject to execution of final documentation by BH and the Debtors in accordance with the terms of the Replacement DIP Documents (as defined in the BH Final DIP Order)), and the most recently delivered extended budget, BH shall be entitled to a consent fee of \$50,000.00, *provided, however*, that, except for the consent fee of \$50,000, further advances under the BH DIP Facility shall be subject to Madison's consent rights under the Madison Term Sheet.

14. Notwithstanding anything to the contrary in this Order or the Madison Term Sheet, nothing in this Order or the Madison Term Sheet shall be construed to modify, impair,

prime, subordinate, or otherwise adversely affect the liens, security interests, superpriority administrative claims, priorities, payment rights, or any other rights, claims, interests, or protections of Corebridge Institutional Investments (U.S.), LLC, as set forth in or granted pursuant to the BH Final DIP Order.

15. For the avoidance of doubt, notwithstanding any provisions in this Order, the statutory tax liens of the City of El Paso (on behalf of itself and all ad valorem tax entities located in El Paso County, Texas) (collectively the “**City of El Paso**”) for prepetition and post-petition ad valorem taxes shall retain their statutory lien priority as provided by applicable non-bankruptcy law and shall not be primed by nor subordinated to any liens granted thereby or pursuant to this Order to the extent such tax liens are valid, senior, perfected, and unavoidable, and all parties’ rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the City of El Paso are fully preserved.

16. The Final Hearing is scheduled for July 24, 2026 at 11:00 a.m. (prevailing Central Time) before this Court. Any party in interest objecting to the relief sought at the Final Hearing shall serve and file a written objection thereto, which shall be served upon the following: (i) the Debtors (c/o O’Melveny & Myers, Attn: Nicholas J. Hendrix, 2801 North Harwood Street, Suite 1600, Dallas, TX 75201; c/o O’Melveny & Myers, Attn: Peter Friedman, Matthew Kremer & Diana Perez, 1301 Avenue of the Americas, Suite 1700, New York, NY 10019); (ii) Corebridge Institutional Investments (U.S.), LLC (c/o King & Spalding LLP, Attn: Matthew Kelsey & Elizabeth Gable, 1290 Avenue of the Americas, 14th Floor, New York, NY 10104; c/o King & Spalding LLP, Attn: Jordan W. Leu, 2601 Olive Street, Suite 2300, Dallas, TX 75201; c/o King & Spalding LLP, Attn: Christopher K. Coleman, 1180 Peachtree Street, NE, Suite 1600, Atlanta, GA 30309-3521); (iii) the U.S. Trustee (Office of the U.S. Trustee, Attn: Jana Smith Whitworth &

Christopher Ross Travis, 515 Rusk Street, Suite 3516, Houston, TX 77002); (iv) the Creditors' Committee (c/o Kutak Rock LLP, Attn: Thomas J. Salerno, 8601 North Scottsdale Rd., Suite 300, Scottsdale, AZ 85253); (v) RC PV Lender I LLC (c/o Davis Polk & Wardwell LLP, Attn: Marshall S. Huebner, Elliot Moskowitz, Eli J. Vonnegut & Adam M. Greene, 450 Lexington Avenue, New York, NY 10017; c/o Fennemore Craig, P.C., Attn: J. Christopher Gooch, Anthony W. Austin & Zachary W. Rosenberg, 2394 Camelback Road, Suite 600, Phoenix, AZ 85016; c/o Haynes and Boone, LLP, Attn: Charles A. Beckham, Jr., & Adam J. Schmit, 1221 McKinney Street, Suite 4000, Houston, TX 77010 & Matthew T. Ferris, 2801 North Harwood Street, Suite 2300, Dallas, TX 75201; c/o Kriss & Feuerstein LLP, Attn: Michael J. Bonneville & Jerold C. Feuerstein, 360 Lexington Avenue, Suite 1200, New York, NY 10017; c/o Madison Realty Capital L.P., Attn: Josh Zegen & Brian Shatz, 520 Madison Avenue, Suite 3501, New York, NY 10022); (vi) Madison Realty Capital L.P. (c/o Davis Polk & Wardwell LLP, Attn: Marshall S. Huebner, Elliot Moskowitz, Eli J. Vonnegut & Adam M. Greene, 450 Lexington Avenue, New York, NY 10017); and (vii) B.H. Capital Ventures, LLC (c/o FBT Gibbons LLP, Attn: Rebecca Matthews, Rosewood Court, 2101 Cedar Springs Road, Suite 900, Dallas, TX 75201; c/o FBT Gibbons LLP, Attn: Ronald E. Gold & Erin Severini, Great American Tower, 301 East Fourth Street, Suite 3300, Cincinnati, OH, 45202), and shall also be filed with the Clerk of the United States Bankruptcy Court for the Southern District of Texas, in each case to allow actual receipt by the foregoing no later than 4:00 p.m. on July 17, 2026, (prevailing Central Time).

17. Notice of the Motion as provided therein is hereby deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures are satisfied by such notice.

18. Notwithstanding any Bankruptcy Rules to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

19. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

20. This Court retains jurisdiction over all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: June 30, 2026


Alfredo R Pérez
United States Bankruptcy Judge

Exhibit 1

Madison Term Sheet

TERM SHEET

1. RC PV Lender I LLC ("MRC") gets all net proceeds from all Villa sales (outside of the amounts contemplated for construction in accordance with the prior agreement), which we will be applied to principal before outstanding accrued interest or any other outstanding obligation. The Debtors will use commercially reasonable efforts to complete the sale of the Villas. For the avoidance of doubt, Debtor shall forever not be permitted to use any of Lender's cash collateral unless MRC expressly consents to such use, except as set forth in the prior agreement (which caps the use of cash collateral at \$25,000,000), plus an additional \$300,000 to be used on account of the completion of the Villas (the "Additional Villa Advance"). With respect to use of the \$25.3M, MRC will be deemed to have consented to use of amounts addressed in the cash collateral budget provided to MRC on May 30, 2026.
2. MRC's claim will be allowed in the amount of (i) \$570,310,000, (ii) plus the Initial Advance (as defined below), (iii) plus the Bonding Liability (as defined below) (the "Consented Claim"), subject to defenses or potential setoff claims as further set forth herein; provided, however, that if the Consented Claim is repaid in full in cash by August 31, 2026, the Consented Claim will be reduced by \$10M. If the Consented Claim is not repaid or otherwise addressed in a confirmed chapter 11 plan by August 31, 2026, commencing on September 1, 2026, the Consented Claim (excluding the Initial Advance and the Second Advance, which will accrue interest as set forth in paragraph 3 below) will accrue interest in the amount of S+5.75%. Notwithstanding the foregoing concession, if the Debtors or Guarantor interpose any defenses or offsets to MRC's claim or otherwise assert claims against MRC, MRC reserves the right to seek the full amount of its claim (the full amount alleged to be due prior to agreeing to the Consented Claim), including default interest, against the Guarantor; provided, however, that nothing herein will restrict the Debtors' ability to enforce the terms of this Term Sheet or any existing orders of the Court unless amended or modified by the terms and conditions set forth in the Term Sheet. For the avoidance of doubt, MRC's agreement to the Consented Claim shall only apply to the Debtors and MRC shall not be deemed to have waived any rights or remedies to enforce the full amount of its claim against the Guarantor (the amount set forth in MRC's proof of claim) in the event that the Debtors or Guarantor interpose any defenses or offsets to MRC's claim or otherwise assert claims against MRC. The Consented Claim will include any liability of MRC for any claims or losses related to surety bonds for mechanics liens to which MRC is the surety (the "Bonding Liability"). Payments made on account of the Bonding Liability shall not be subject to clawback or defenses.

3. MRC will advance debtor in possession financing as follows:

- Within 3 business days after the Approval Date, MRC will fund \$8.5M to the Debtors (the “Initial Advance”). The Initial Advance amounts will be an increase to the Consented Claim secured by MRC’s current collateral and not subject to additional liens, claims, or rights beyond those attendant to the Consented Claim, provided that the payment obligation for these amounts will not be subject to clawback or any defenses or offsets raised in connection with the Consented Claim. For the avoidance of doubt, although the Initial Advance will be new money advanced by MRC, the enforceable claim for the new money will be an increase of MRC’s existing Consented Claim against the Debtor in the place and stead of the claim for the new money, but that portion of the Consented Claim shall not be subject to any offset, defenses, claims, claims of rights and no payments on account of the Initial Advance shall be subject to clawback for any reason.
- In the event that the El Paso Collateral is sold for more than the credit bid (as set forth in paragraph 4, below), the Initial Advance will be increased by the difference between the total net purchase price paid to MRC and the credit bid amount, up to \$1.5M. For example, if the El Paso Collateral is sold for a net aggregate purchase price paid to MRC of \$92M, the Initial Advance will be increased by \$1.5M; if instead the El Paso Collateral is sold for a net aggregate purchase price paid to MRC of \$90.5M, the Initial Advance will be increased by \$500K.
- Any proceeds received from Villa sales will be applied to the repayment of the Initial Advance before the balance of the MRC Claim and not subject to clawback.
- MRC will make available and be required to fund the Debtors, upon the Debtors’ written draw request, an amount equal to \$20M less the amounts already funded under the Initial Advance (the “Second Advance”). The Second Advance may be funded in increments of \$500K no more than once every calendar month, as requested by the Debtors, and will not be subject to additional conditions other than a written request by the Debtors and entry of the Second Approval Order (defined below). The Second Advance will be secured by a junior perfected lien and security interest in the collateral currently securing the BH DIP Loan Facility (the “Corebridge Collateral”), as more fully set forth in the Second Approval Order; provided,

however, that the liens securing the Second Advance will be junior and subordinate in all respects to the Corebridge and BH loan facilities, as set forth in the Second Approval Order. The form of the Second Approval Order will be agreed between the Debtors and MRC, provided, however, that if they cannot agree, the form of the Order will be as approved and directed by the Court. At a minimum, the Second Approval Order will include the right for Madison to record liens against the Corebridge Collateral in right and priority consistent with the terms hereof. The payment obligation for the Second Advance will not be subject to clawback or any defenses or offsets raised in connection with the Consented Claim.

- After the first request for the Second Advance, MRC may (but is not required to) increase the Second Advance by amounts sufficient to repay the BH DIP Loan or any replacement financing as set forth below (the “BH Refinance Draw”) and MRC shall have a junior perfected lien and security interest in the Corebridge Collateral, subordinate to Corebridge in the aggregate amount of the increased Second Advance.
- The Debtors shall not take any further advances under the BH DIP Loan without the consent of MRC.
- The Debtors shall only be permitted to replace the BH DIP Loan or any replacement financing in an amount equal to no greater than the current outstanding balance of the BH DIP Loan and the outstanding balance of such loan may never exceed the current outstanding balance. For the avoidance of doubt, (i) the Debtors will not agree to any replacement of the BH DIP Loan by a third party that includes any fees or cost which would increase the balance of the loan to a sum greater than the outstanding balance of the BH DIP Loan as of the date hereof, and (ii) the Debtors will not agree to a modification of the BH DIP Loan that would increase the fees or cost of the BH DIP Loan or otherwise increase the amount of the BH DIP Loan.
- Amounts drawn under either the Initial Advance or the Second Advance will accrue interest equal to 16.0% per annum; provided, however, that in the event MRC funds the BH Refinance Draw, the Second Advance (exclusive of the BH Refinance Draw) will be subject to a minimum of invested capital (MOIC) of 1.2x, as set forth in the Second Advance Approval Order.
- Unless MRC agrees otherwise, the Initial Advance and the Second Advance (including the BH Refinance Draw, if applicable) will be due and payable upon the earlier of (i) the Effective Date of a Plan of Reorganization and (ii) April 1, 2027 (the “Advance Maturity Date”).

- The Initial Advance will be entitled to priority administrative claim status with respect to the Debtors that own the prepetition MRC collateral. The entirety of the Second Advance will be in the form of DIP financing and will have super-priority administrative claim status, except it shall be subordinate to the BH DIP and the Corebridge First Mortgage and secured by the collateral securing the BH DIP and Corebridge. No such claims will be subject to any offset, defenses, claims, claims of rights and no payments on account of any DIP loan claims shall be subject to clawback for any reason.

There will be a litigation standstill until June 15, 2026, subject to extension as set forth in paragraph 9, below (the “Standstill Period”) in which MRC and the Debtor will forbear from commencing or prosecuting any litigation against each other. The standstill shall include, seeking stay relief or terminating exclusivity, state court litigation or the Debtor raising claims against MRC. The obligation to standstill shall not include any objections to a Plan of Reorganization or Disclosure Statement or the right to respond to any pleading or motion filed by an adverse party.

4. No later than ten (10) days after the Execution Date, Debtors will commence a marketing process for the sale of properties located at 1340 Bob Hope Property, 11891 Alameda Property, 11801 Alameda Ave., 12183 Alameda Ave. (including the vacant land), each located in El Paso, Texas (the “El Paso Collateral”), with a sale to a bona fide third party, which shall close by no later than August 31, 2026 or such later date reasonably necessary to obtain a sale order based on the Court’s schedule, as the Court orders, but in no event later than September 30, 2026 (the “El Paso Sale Deadline”) with MRC having the right to credit bid (subject to clawback, which clawback shall be limited to an action for monetary damages and shall not be to unwind the sale and conveyance of the El Paso Collateral). For purposes of the foregoing, MRC agrees to CBRE’s retention as a broker for the Debtors. The amount of the credit bid will be \$90,000,000. The bidding procedures for this sale will be as set forth in Exhibit A, attached hereto, subject to approval by the Court.

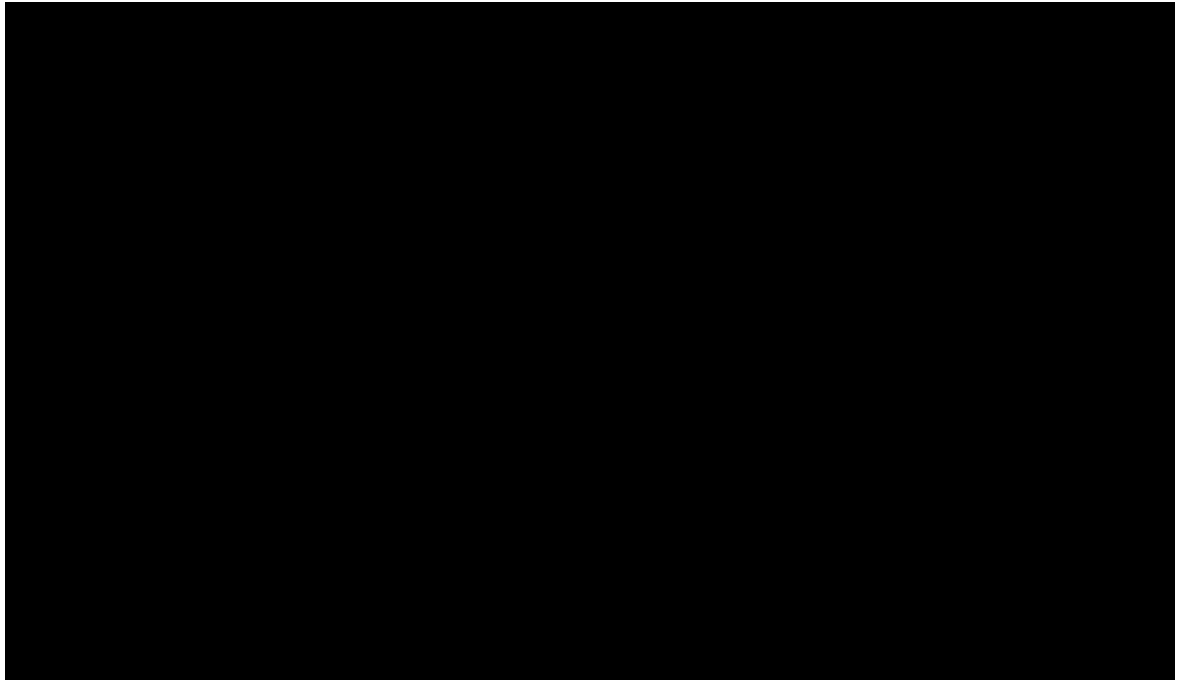
If sales do not occur by the El Paso Sale Deadline, MRC will take the unsold El Paso Collateral for the credit bid listed above, to be applied towards principal. In the event that the Debtors execute a new lease agreement that satisfies the Lease Requirements set forth in the schedule attached hereto as Exhibit B prior to August 31, 2026, the Debtors shall have the right to extend the El Paso Sale Deadline with respect to such Collateral for up to 90 days.

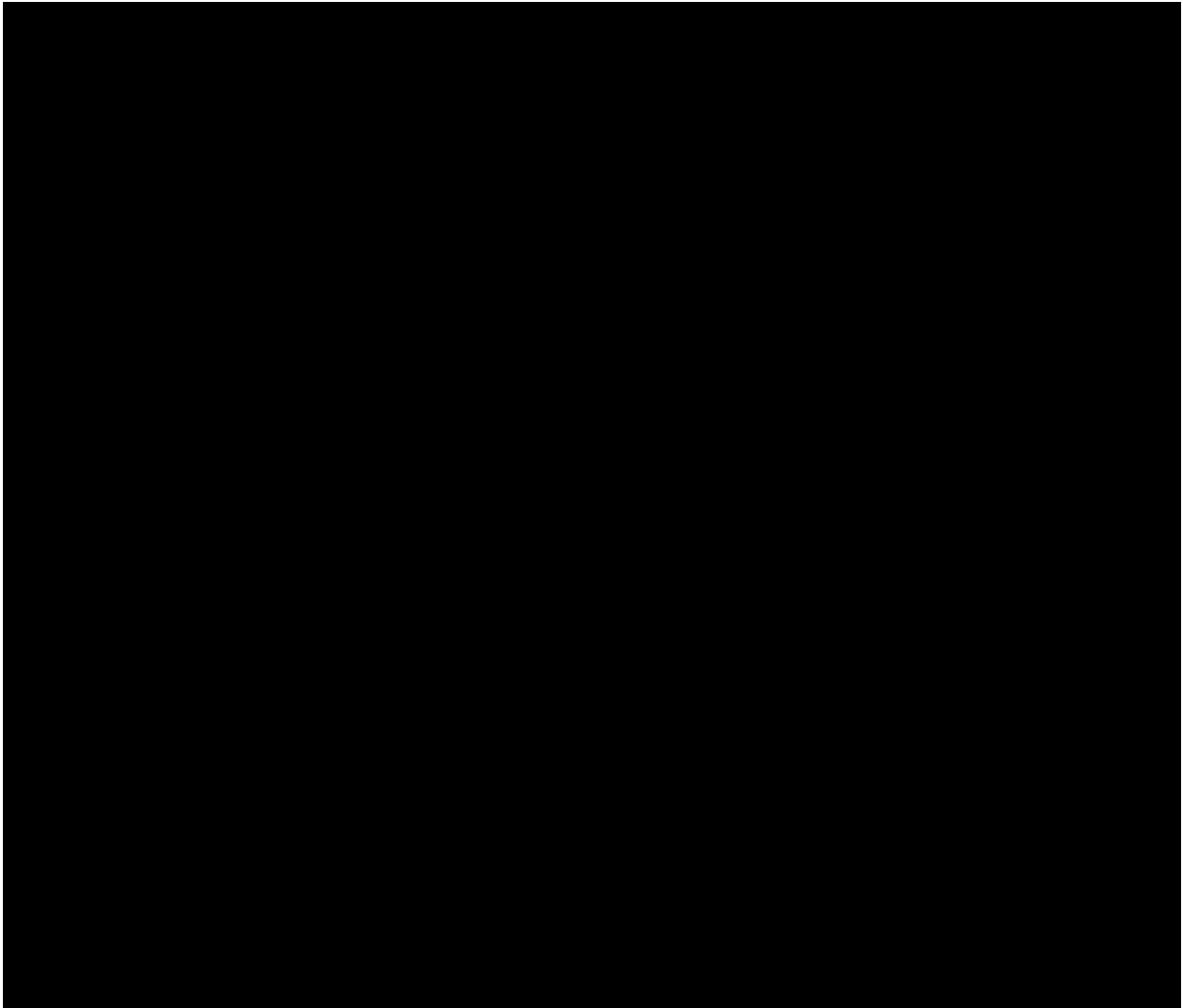
Upon closing sales under this section, MRC will be deemed to waive any existing post-petition adequate protection claims or liens with respect to the Corebridge Collateral other than as set forth herein. For the avoidance of doubt, the foregoing shall not waive any claim or lien with respect to the Second Advance.

This paragraph 4 shall be incorporated into any Plan of Reorganization filed by the Debtors.

5. The Debtors will file a Plan of Reorganization by August 1, 2026 (the “Plan Filing Milestone”) and subject to the schedule of the Court confirmation shall occur no later than September 30, 2026 (the “Confirmation Milestone”). MRC will not object to issues relating to notice with respect to or in connection with the confirmation process and the foregoing milestones, unless contradictory to the terms and conditions set forth in this Term Sheet. The Plan terms will be consistent with the terms set forth herein. Any Plan filed by the Debtors shall not include or provide for either (i) a subordination of the MRC Claim to any party or the priming of MRC’s liens, or (ii) payment by MRC of administrative expenses other than the Initial Advance and the Second Advance. In addition, the Debtors will not propose or pursue a plan that requires payment of administrative expenses greater than the Initial Advance and the Second Advance by Debtors that own MRC prepetition collateral. Moreover, Debtors will not object to provision in plan filed by MRC (if MRC is permitted to file its own creditor’s plan), with respect to its own prepetition collateral, which only allows for the payment of administrative expenses in the amount of the Initial Advance and the Second Advance.

6.





7. MRC gets all net proceeds, after the payment of reasonable and customary closing and transaction costs (which shall not include the payment of claims of other creditors except for real estate taxes or claims that are senior to the MRC Claim), from all sales of the assets set forth in this term sheet and any other sales of MRC collateral on the same terms as the Villa sale proceeds as set forth in existing cash collateral orders (clawback).
8. Promptly following her execution of a tolling agreement, Siobahn O'Sullivan will be dismissed from the Arizona State Court litigation without prejudice; provided, however, that the parties agree such dismissal does not reflect in any way on the merits of any claims against MRC, and the parties agree not to introduce the fact of her dismissal or argue to the contrary.
9. If the Debtors comply with the terms of this Term Sheet and meet all milestones, except as otherwise set forth in this Term Sheet, the Standstill Period with respect to the Debtors and MRC shall be continued until the earliest of (i) a breach of the Term

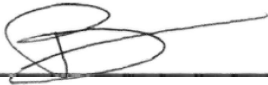
Sheet (as determined by the Court), (ii) failure to meet a milestone set forth in this Term Sheet (iii) the Debtors file a Plan of Reorganization or seek a disposition of any of MRC's collateral contrary to the terms set forth in this Term Sheet (as determined by the Court) and (iv) the commencement of any litigation by the Debtors with respect to MRC and/or its affiliates or employees.

10. MRC will promptly release all requesting parties from obligations under existing NDAs in a manner sufficient to enable such parties' participation in the Debtors' marketing process, and will provide the Debtors with a list of the parties so released.

11. The terms herein will be presented to the Court for approval under Rule 9019 of the Federal Rules of Bankruptcy Procedure including the claim for the Initial Advance and the Second Advance, and (with the exception of the first sentence of section 4 and section 10, which will become binding immediately) will not become binding on either Party (and for the avoidance of doubt the Initial Advance or Second and Second Advance shall not be made until the Court expressly approves applicable funding and financing (the date of entry of an approval order, the "Approval Date"). In addition to approving the terms hereof, the parties will work cooperatively to ensure that the Court also timely approves the form of bid procedures to apply with respect to the El Paso Collateral [REDACTED]¹. The Debtors, in their discretion, may seek separate approval of the Second Advance discussed in section 3 (such approval, the "Second Approval Order").

Agreed and Acknowledged as of June 17, 2026:

RC PV LENDER I LLC



By:

Its:

F-STAR SOCORRO, L.P. AND AFFILIATED DEBTORS

DocuSigned by:
Lance Miller
E181C7A978754AD

By: Lance Miller

Its: Chief Restructuring Officer

¹ MRC has agreed to remit back to the Debtors amounts swept for the El Paso Collateral prepetition for the benefit of MEC, and the parties are working on the accounting for that. This agreement is separate and apart from this Term Sheet.

EXHIBIT A

(El Paso Bid Procedures)

-Attached-

BIDDING PROCEDURES

Set forth below are the bidding procedures (the “**Bidding Procedures**”) to be employed in connection with the proposed sale of the properties located at (i) 1340 Bob Hope Drive, El Paso, TX; (ii) 11901 Alameda Avenue, Socorro, TX; (iii) 11891 Alameda Avenue, Socorro, TX; (iv) that certain specific land parcel of 13.3579 acres with PID #15511, Socorro, TX; (v) that certain land parcel of 25.52 acres with PID #173179, Socorro, TX; and (vi) that certain land parcel of 66.476 acres with PID #392798, Socorro, TX (collectively, the “**Properties**”) owned by F-Star Socorro, L.P. and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”), in connection with the Debtors’ jointly administered chapter 11 cases pending in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”), lead case number 25-90607 (ARP).

By the [Debtors Motion for Entry of an Order (I) Approving (A) Bid Procedures for the Sale of Properties and (B) Bid Protections; (II) Scheduling Certain Dates with Respect Thereto; (III) Approving the Form and Manner of Notice Thereof; (IV) Approving Contract Assumption and Assignment Procedures; (V) Authorizing Designation of Stalking Horse Bidders; and (VI Granting Related Relief] (the “**Motion**”) the Debtors sought, among other things, approval of the Bidding Procedures for soliciting bids for, conducting an auction (the “**Auction**”) of, and consummating the sale(s) of the Properties (each, a “**Sale**”).

I. THE BID PROCEDURES

In order to ensure that the Debtors receive the maximum value for the Properties, any Stalking Horse Agreement¹ is subject to higher or better offers.

The following table sets forth the key dates and deadlines with respect to the Auction and Sale of the Properties:

Event or Deadline	Date and Time (all times in prevailing Central Time)
Cure Notice Deadline	June 30, 2026, at 4:00 p.m.
Cure Objection Deadline	July 15, 2026, at 4:00 p.m.
Stalking Horse Notice Deadline	August 3, 2026, at 4:00p.m.
Stalking Horse Objection Deadline	August 10, 2026, at 4:00p.m.
Hearing to address Stalking Horse Objections (if any)	August 14, 2026, at [____] a/p.m. (subject to Court availability)
Qualified Bid Deadline	August 17, 2026, at 4:00 p.m.
Auction (if applicable)	August 20, 2026, at [10:00] a.m.
Notice of Successful Bidder Deadline	Within 24 hours of conclusion of Auction

¹ Capitalized terms not otherwise defined shall have the meanings ascribed to them below.

Sale Objection Deadline	August 23, 2026, at 4:00 p.m.
Sale Hearing	August 24, 2026, at [] a/p.m. (subject to Court availability)
Consummation of the Sale	No later than August 31, 2026 or such later date as ordered by the Court

A. Notice of Auction

As soon as reasonably practicable after entry of an order approving these Bidding Procedures (the “**Bidding Procedures Order**”), the Debtors shall serve on the Notice Parties and file with the Court a notice of the Auction and Sale Hearing.

B. Provisions Governing Qualifications of Bidders

Unless otherwise ordered by the Court, in order to participate in the bidding process, prior to the Bid Deadline, each person or entity (other than the Stalking Horse Bidder and Madison) who wishes to participate in the bidding process (a “**Potential Bidder**”) must deliver the following to the Debtors:

1. a written disclosure of the identity of each entity that will be bidding for all or certain of the Properties or otherwise participating in connection with such bid, including the identity of each entity’s shareholders, partners, investors, and ultimate controlling entities;
2. an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information to a Potential Bidder) in form and substance satisfactory to the Debtors; and
3. a list with the names and contact information for any financial, legal, or other advisors the Potential Bidder has engaged to assist in connection with a proposed Sale.

The Debtors, in their reasonable discretion, and following consultation with the Consultation Parties,² may agree to waive some or all of the requirements set forth above. Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of such Potential Bidder, as applicable, to consummate a proposed Sale.

² The term “Consultation Parties” means (a) RC PV Lender I LLC and/or its nominee, assignee, or designee (“**Madison**”) and (b) the Committee of Unsecured Creditors; provided, however, that Madison shall cease to be a Consultation Party upon their submission of any Subsequent Bid greater than their credit bid.

A Potential Bidder that delivers the documents and information described above or that the Debtors, in consultation with the Consultation Parties, determine is likely (based on availability of financing, experience, and other considerations) to be able to consummate the Sale, and whose Qualified Bid is received by the Debtors no later than the Bid Deadline is deemed qualified (a “**Qualified Bidder**”).

C. Communications with Potential Bidders (including Qualified Bidders)

Notwithstanding anything to the contrary in these Bidding Procedures, all substantive communications, including diligence requests, with Stalking Horse Bidders, Potential Bidders, and Qualified Bidders shall be through Pivot Management Group, LLC (Attn: Lance Miller (lance.miller@pivotgrp.com)) and CBRE, Inc. (Attn: William Caparis (bill.caparis@cbre.com)) (together, the “**Marketing Contacts**”).

D. No Communications Among Potential Bidders

There must be no communications between or among Potential Bidders concerning the Properties, the bidding, and/or the Debtors, unless the Debtors have previously authorized such communication in writing. Should any Potential Bidder attempt to communicate directly with another Potential Bidder, such Potential Bidder shall immediately inform, via electronic mail, the Debtors’ counsel, O’Melveny & Myers LLP (Attn: Julian Gurule (jgurule@omm.com), Matthew Kremer (mkremer@omm.com), and Diana Perez (dperez@omm.com)). The Debtors reserve the right, in their reasonable business judgment, and following consultation with the Consultation Parties, to disqualify any Potential Bidders that have communications between and among themselves without the prior consent of the Debtors.

E. Due Diligence

Only Potential Bidders shall be eligible to receive due diligence information and reasonable access to the Debtors’ confidential electronic data room concerning the Properties. The Debtors, with the aid of their advisors, shall coordinate all reasonable requests from Potential Bidders for additional information and due diligence access. Potential Bidders will not, directly or indirectly, contact or initiate or engage in discussions in respect of matters relating to the Debtors or a potential transaction with any vendor, supplier, or contractual counterparty of the Debtors without the prior written consent of the Debtors.

The due diligence period will extend through and including the Bid Deadline. Additional due diligence will not be provided after the Bid Deadline, unless otherwise deemed reasonably appropriate by the Debtors, in consultation with the Consultation Parties.

For the avoidance of doubt, the Debtors reserve the right to decline to provide any information to Potential Bidders who, in the Debtors’ reasonable business judgment, and in consultation with the Consultation Parties, have not established, or who have raised doubt, that such Potential Bidders intend in good faith to, or have the capacity to, consummate any Sale. For any Potential Bidder who is a competitor of the Debtors or is affiliated with any competitors of the Debtors, the Debtors reserve the right to withhold or modify any diligence materials that the Debtors determine are commercially sensitive or otherwise inappropriate for disclosure to such bidder.

All diligence requests or inquiries must be directed to the Marketing Contacts.

F. Provisions Governing Qualified Bids

Each Qualified Bidder may bid on one or more of the Properties. A bid will be considered a **“Qualified Bid”** only if the bid is submitted by a Qualified Bidder and the Debtors determine that the bid complies with all of the following:

1. it is received by the Notice Parties prior to the Bid Deadline;
2. it fully discloses the identity of each entity and each entity’s shareholders, partners, investors, and ultimate controlling entities that will be bidding for or purchasing the Properties or otherwise participating in connection with such bid, and the complete terms of any such participation, along with sufficient evidence that the Qualified Bidder is legally empowered to complete the transactions on the terms contemplated by the parties. Each bid must also include contact information for the specific person(s) who should be contacted regarding the bid;
3. it specifies: (i) the specific Property or Properties on which the Qualified Bidder is bidding and the consideration to be paid for such Property or Properties and (ii) if the Qualified Bidder is bidding on multiple Properties, either (a) the total amount of a bid on all such Properties if such Qualified Bidder will only purchase such Properties as a group or (b) the amount of the bid on each such Property;
4. it includes a signed writing stating that the Qualified Bidder’s offer is irrevocable until the selection of the Successful Bidder, provided that if such bidder is selected as the Successful Bidder or the Back-Up Bidder, its offer shall remain irrevocable until the later of (i) the closing of the Sale to the Successful Bidder or the Back-Up Bidder, and (ii) the date that is forty-five (45) days after the Sale Hearing;
5. it includes confirmation that there are no conditions precedent to the Qualified Bidder’s ability to enter into a definitive agreement and that all necessary internal and shareholder approvals have been obtained prior to the submission of the bid;
6. it contains no due diligence or financing contingencies of any kind;
7. it includes a duly authorized and executed copy of an asset purchase agreement including the purchase price for the applicable Property or Properties expressed in U.S. Dollars (the **“Purchase Price”** and together with all exhibits and schedules thereto, and with copies marked to show any amendments and modifications to any Stalking Horse Agreement (or the asset purchase agreement provided by the Debtors in the absence of a Stalking Horse Agreement), a **“Property Purchase Agreement”**);
8. it includes financial statements or other written evidence, including (if applicable) a firm, irrevocable commitment for financing, establishing the ability

of the Qualified Bidder to consummate the proposed Sale and pay the Purchase Price in cash, such as will allow the Debtors to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by the Property Purchase Agreement;

9. it has a value to the Debtors, determined in the Debtors' reasonable business judgment, and in consultation with the Consultation Parties, that is greater than Madison's credit bid with respect to the Properties to be purchased;

10. it identifies with particularity which contracts and leases the Qualified Bidder wishes to assume and provides details of the Qualified Bidder's proposal for the treatment of related cure amounts and the provision of adequate assurance of future performance to the counterparties to such contracts and leases;

11. it includes an acknowledgment and representation that the bidder: (i) has had an opportunity to conduct any and all required due diligence regarding the Properties prior to making its offer; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Properties in making its bid (or that of its agents); (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Properties or the completeness of any information provided in connection therewith or with the Auction, except as expressly stated in the Property Purchase Agreement; and (iv) is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its bid;

12. it includes evidence, in form and substance reasonably satisfactory to the Debtors, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body), if any, with respect to the submission, execution, delivery, and closing of the Property Purchase Agreement;

13. it is accompanied by a good faith deposit in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form acceptable to the Debtors, payable to the order of the Debtors (or such other party as the Debtors may determine) in an amount equal to [10]% of the Purchase Price (a "**Good Faith Deposit**"); provided, however, that the Debtors may, on a case-by-case basis following consultation with the Consultation Parties, elect to waive the requirement that a Qualified Bidder deliver the initial Good Faith Deposit if such Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed Sale and to fully satisfy the Qualified Bidder's Purchase Price and other obligations under its bid;

14. it includes a description of, and estimated timeframe for obtaining, all governmental, licensing, regulatory, or other approvals or consents, if any, that are required to close the proposed Sale, together with evidence satisfactory to the Debtors, of the ability to obtain such consents or approvals in a timely manner, as

well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the obtainment or effectiveness of any such consents or approvals;

15. it complies in all respects with the Bankruptcy Code and any applicable non-bankruptcy law;

16. it includes a written acknowledgment that the bidder agrees to all of the terms of the applicable Sale set forth in these Bidding Procedures and that it has not engaged in any collusion, coordination, or unfair competitive practices with respect to its bid;

17. it states that the bidder consents to the jurisdiction of the Court and waives any right to a jury trial in connection with any disputes relating to the Sale, the Auction, and the construction and enforcement of these Bidding Procedures, any written indications of interest, or any bid documents, as applicable, and consents to the entry of a final order or judgment in any way related to these Bidding Procedures, the bid process, the Auction, the Sale, the Sale Hearing, or the construction and enforcement of any agreement or any other document relating to any Sale if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties; and

18. it contains such other information as may be reasonably requested by the Debtors.

Notwithstanding the foregoing, the Stalking Horse Bidder and Madison shall be deemed a Qualified Bidder without Madison needing to satisfy any of the requirements to be a Qualified Bidder herein, and the Stalking Horse Agreement will be deemed a Qualified Bid.

The Debtors shall notify all Qualified Bidders in writing as to whether or not any bids (other than the Stalking Horse Agreement) constitute Qualified Bids, and will notify each Qualified Bidder that has submitted a bid (other than the Stalking Horse Bidder, if any), whether such Qualified Bidder's bid constitutes a Qualified Bid promptly after such determination has been made; provided, that such notification shall not be given later than two (2) days following the expiration of the Bid Deadline.

If the Debtors receive a bid that does not satisfy the requirements of a Qualified Bid more than two (2) days prior to the Bid Deadline, the Debtors shall provide the Potential Bidder with the opportunity to remedy any deficiencies prior to the Bid Deadline.

G. Bid Deadline

A Qualified Bidder that desires to make a bid will deliver written copies of its bid to the following parties (collectively, the "**Notice Parties**"): (i) the Debtors, 1230 Rosecrans Avenue, Suite 300-PMB928, Manhattan Beach, CA 90266 (Attn: Lance Miller (lance.miller@pivotgrp.com)); (ii) counsel to the Debtors, O'Melveny & Myers LLP (a) 400 South Hope Street, Suite 1900, Los Angeles, CA 90071 (Attn: Julian Gurule (jgurule@omm.com)) and (b) 1301 Avenue of the Americas, Suite 1700, New York, NY 10019 (Attn: Matthew Kremer (mkremer@omm.com)) &

Diana Perez (dperez@omm.com)); (iii) counsel for the DIP Lender (B.H. Capital Ventures, LLC), FBT Gibbons LLP (a) Rosewood Court, 2101 Cedar Springs Road, Suite 900, Dallas, TX 75201 (Attn: Rebecca Matthews (rmatthews@fbtgibbons.com)) and (b) Great American Tower, 301 East Fourth Street, Suite 3300, Cincinnati, OH 45202 (Attn: Ronald E. Gold (rgold@fbtgibbons.com) & Erin Severini (eseverini@fbtlaw.com)); (iv) counsel for any Stalking Horse Bidder; (v) counsel to the Official Committee of Unsecured Creditors, Stinson LLP (a) 2200 Ross Avenue, Suite 2900, Dallas, TX 75201 (Attn: Deborah Deitsch-Perez (deborah.deitschperez@stinson.com)) and (b) 1850 North Central Avenue, Suite 2100, Phoenix, AZ 85004 (Attn: Thomas J. Salerno (thomas.salerno@stinson.com) & Jeff Harris (jeff.harris@stinson.com)); and (vi) Office of the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Jana Smith Whitworth (jana.whitworth@usdoj.gov), Christopher Ross Travis (c.ross.travis@usdoj.gov) & ustp.region07@usdoj.gov), so as to be **actually received** by the Notice Parties no later than **4:00 p.m. prevailing Central Time on August 17, 2026** (the “**Bid Deadline**”). The Bid Deadline may be extended by the Debtors following consultation with the Consultation Parties.

H. Evaluation of Competing Qualified Bids

Any non-monetary amounts will be valued by the Debtors in their reasonable discretion, following consultation with the Consultation Parties.

I. No Qualified Bids

If the Debtors do not receive any Qualified Bids with respect to any particular Property other than the Stalking Horse Bid, the Debtors will not conduct an Auction for such Properties and the Stalking Horse Bidder will be named the Successful Bidder with respect to those Properties upon the expiration of the Bid Deadline. The Debtors will file with the Court, serve on the Notice Parties, and cause to be published on the Debtors’ case website (located at <https://cases.stretto.com/FStarSocorro>) a notice (i) indicating that the Auction for the applicable Property or Properties has been canceled, (ii) indicating that the Stalking Horse Bidder is the Successful Bidder with respect to the Property or Properties, and (iii) setting forth the date and time of the Sale Hearing.

J. Right to Credit Bid

Madison shall have the right, but not the obligation, to credit bid all or a portion of the value of their secured claims, as such value is agreed by the Debtors or set by the Court prior to the Stalking Horse Bid Deadline, as within the meaning of, and subject to, section 363(k) of the Bankruptcy Code; provided, that Madison shall have the right to credit bid its secured claim only with respect to the collateral by which Madison is secured; provided further, that a credit bid shall not constitute a Qualified Bid if the bid does not include a cash component sufficient to pay in full all claims for which there are valid, perfected, and unavoidable liens on any Properties included in such bid that are senior in priority to those of Madison.

In the event that Madison’s secured claim is determined by a final order of the Court to be less than any credit bid submitted by Madison, Madison will be required to provide, in cash, the difference between the amount of their credit bid and the amount of their secured claim within five (5) Business Days of such determination.

K. Auction Process

If the Debtors receive two or more Qualified Bids for a Property (inclusive of the Stalking Horse Agreement and/or any Madison credit bid), the Debtors will conduct an Auction, which shall take place on **August 20, 2026, at [10:00] a.m. (prevailing Central Time)**, virtually through Zoom, GoToMeeting, WebEx, or similar platform that allows parties to participate remotely, or such other date, time, and location as shall be timely communicated to all entities entitled to attend the Auction. The Auction, which shall be recorded and transcribed, shall run in accordance with the following procedures (the “**Auction Procedures**”):

1. only the Debtors, the Stalking Horse Bidder(s) (if any), the Official Committee of Unsecured Creditors, Madison, B.H. Capital Ventures, LLC, any other Qualified Bidder that has timely submitted a Qualified Bid, and the advisors to each of the foregoing shall attend an Auction; provided, however, that any party in interest may attend (but not participate in) an Auction if any such party in interest provides the Debtors with written notice of its intention to attend the Auction on or before one (1) Business Day³ prior to the Auction, which written notice shall be sent to counsel for the Debtors via electronic mail, to O’Melveny & Myers LLP, Attn: Julian Gurule (jgurule@omm.com), Matthew Kremer (mkremer@omm.com), and Diana Perez (dperez@omm.com).
2. the Debtors, in their discretion and in consultation with the Consultation Parties, may put up for auction each Property with more than one Qualified Bid either (i) individually or (ii) together with one or more other Properties as a group;
3. only the Stalking Horse Bidder(s) and such other Qualified Bidders who have submitted Qualified Bids before the Bid Deadline will be entitled to make any Subsequent Bids at an Auction;
4. each Qualified Bidder shall be required to confirm that it has not engaged in any collusion, within the meaning of section 363(n) of the Bankruptcy Code, with respect to any bids submitted or not submitted in connection with the Sale;
5. at least one (1) Business Day prior to an Auction, each Qualified Bidder who has timely submitted a Qualified Bid must inform the Debtors whether it intends to attend the Auction and all Qualified Bidders wishing to attend the Auction must have at least one individual representative with authority to bind such Qualified Bidder in attendance at the Auction; provided, that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder’s Qualified Bid shall nevertheless remain fully enforceable against such Qualified Bidder until the selection of the Successful Bidder and Back-Up Bidder at the conclusion of the Auction; provided further, that if such Qualified Bidder is selected as the Successful Bidder or the Back-Up Bidder, its offer shall remain irrevocable until the later of (i) the closing of the Sale to the Successful Bidder or the Back-Up Bidder, and (ii) the date that is forty-five (45) days after the Sale Hearing. At least one (1)

³ For purposes of these Bidding Procedures, the term “Business Day” shall be interpreted in accordance with Rule 9006(a)(1) of the Federal Rules of Bankruptcy Procedure.

Business Day prior to the Auction, the Debtors will provide copies of the Qualified Bid that the Debtors believe is the highest or otherwise best offer for the Properties (the “**Starting Bid**”) to the Stalking Horse Bidder and all other Qualified Bidders who have timely submitted Qualified Bids;

6. all Qualified Bidders who have timely submitted Qualified Bids will be entitled to be present for all Subsequent Bids at an Auction and the actual identity of each Qualified Bidder will be disclosed on the record at the Auction;

7. the Debtors, in consultation with the Consultation Parties, may employ and announce at an Auction additional procedural rules that are reasonable under the circumstances for conducting the Auction; provided, that such rules (i) are not materially inconsistent with the Bidding Procedures, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, any local rules, or any order of the Court entered in connection herewith; (ii) do not purport to abrogate or modify the Stalking Horse Bid Protections; and (iii) are disclosed to each Qualified Bidder attending the Auction;

8. the Debtors reserve the right, in their reasonable business judgment, and in consultation with the Consultation Parties, to adjourn an Auction one or more times to, among other things, (i) facilitate discussions between the Debtors and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their reasonable business judgment, may require that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the prevailing amount.

9. bidding at an Auction will begin with the Starting Bid and continue in bidding increments (each, a “**Subsequent Bid**”) providing a net value to the Debtors’ estates of at least \$[50,000] above the prior bid. After the first round of bidding and between each subsequent round of bidding, the Debtors shall announce the bid (and the value of such bid) that they believe to be the highest or otherwise best bid (each, the “**Leading Bid**”);

10. a round of bidding will conclude after each participating Qualified Bidder has had a reasonable amount of time to submit a Subsequent Bid with full knowledge of the Leading Bid;

11. the Auction shall continue until the Debtors, in consultation with the Consultation Parties, select a Successful Bid for the applicable Property or Properties in their reasonable business judgment, and in a manner consistent with the exercise of their fiduciary duties, at which point, the Auction will be closed; and

12. except as specifically set forth herein, for the purpose of evaluating the value of the Purchase Price provided by each Subsequent Bid (including any

Subsequent Bid by the Stalking Horse Bidder), the Debtors shall give effect to the Stalking Horse Bid Protections as well as any additional liabilities to be assumed by a Qualified Bidder, and any additional costs that may be imposed on the Debtors.

For the avoidance of doubt, nothing in the Auction Procedures will prevent the Debtors from exercising their respective fiduciary duties under applicable law (as reasonably determined in good faith by the Debtors).

L. Selection of Successful Bid

At or before the conclusion of an Auction, the Debtors, in consultation with the Consultation Parties, will review and evaluate each Qualified Bid submitted at the Auction (including by the Stalking Horse Bidder and Madison) in accordance with the procedures set forth herein and determine which offer is the highest or otherwise best offer for the applicable Property (the “**Successful Bid**” and the bidder making such bid, the “**Successful Bidder**”), and communicate to the Stalking Horse Bidder, Madison, and the other Auction participants the identity of the Successful Bidder and the details of the Successful Bid. The determination of the Successful Bid by the Debtors at the conclusion of the Auction shall be final, subject only to approval by the Court. For the avoidance of doubt, the Debtors reserve the right to determine either that a single Qualified Bid for all of the Properties or several Qualified Bids in the aggregate for different Properties represents the Successful Bid(s).

The Qualified Bidder(s) with the next highest or otherwise best Qualified Bid on a particular Property, as determined by the Debtors, in consultation with the Consultation Parties, will serve as a back-up bidder (the “**Back-Up Bidder**” and such bid, the “**Back-Up Bid**”) and keep its bid open and irrevocable until the later to occur of (i) forty-five (45) days after the Sale Hearing and (ii) closing on the Successful Bid with the Successful Bidder. If a Successful Bidder fails to consummate the Sale, the Back-Up Bidder will be deemed to be the new Successful Bidder, and the Debtors will be authorized and directed to consummate the Sale with the Back-Up Bidder, pursuant to the terms of the Back-Up Bid, without further order of the Court.

Within one (1) Business Day after conclusion of an Auction, the Successful Bidder(s) shall complete and execute all agreements, contracts, instruments, and other documents necessary to consummate the Successful Bid. Within 24 hours after conclusion of an Auction, the Debtors shall file a notice with the Court identifying the Successful Bidder(s) and the Back-Up Bidder(s) with respect to each Property.

The Debtors will sell the Properties to the Successful Bidder(s) pursuant to the terms of the Successful Bid(s) upon the approval of such Successful Bid(s) by the Court at the Sale Hearing.

M. Return of Deposits

All Good Faith Deposits shall be returned to each bidder not selected by the Debtors as the Successful Bidder(s) or the Back-Up Bidder(s) no later than three (3) Business Days following the entry of the Sale Order. The Good Faith Deposit of the Back-Up Bidder(s) shall be returned no later than five (5) Business Days after the consummation of the applicable Sale with the Successful Bidder(s). For the avoidance of doubt, in the event that the Successful Bidder fails to consummate the transaction, and the Back-Up Bidder becomes the new Successful Bidder, their Good Faith Deposit will not be returned, and will be credited to the Purchase Price as outlined below.

The Good Faith Deposit of a Successful Bidder shall, upon consummation of the Sale, be credited to the Purchase Price. If a Successful Bidder fails to consummate the Sale due to a breach or failure to perform on the part of such Successful Bidder, then the Good Faith Deposit shall be forfeited to the Debtors, and the Debtors specifically reserve all rights and remedies against the defaulting Successful Bidder, including the right to seek damages from, and/or the specific performance of, the defaulting Successful Bidder.

Each Good Faith Deposit shall be held in an interest-free segregated account of the Debtors and at no time shall be deemed property of the Debtors' estates absent further order of the Court, except as otherwise provided herein.

N. Reservation of Rights

The Debtors reserve their rights to modify these Bidding Procedures in their reasonable business judgment and in consultation with the Consultation Parties in a manner consistent with the exercise of their fiduciary duties, and in any manner that will best promote the goals of the bidding process, or impose, at or before the Auction (if held), additional customary terms and conditions on the Sale of the Properties, including, without limitation: (i) extending the deadlines set forth in these Bidding Procedures; (ii) adjourning the Auction; (iii) modifying the Auction Procedures or adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting an Auction; (iv) canceling an Auction; (v) rejecting any or all bids or Qualified Bids; and (vi) adjusting the applicable minimum overbid increment, including by requesting that Qualified Bidders submit last or final bids on a "blind" basis.

For the avoidance of doubt, the Debtors reserve the right at any point prior to the selection of a Successful Bidder to, in consultation with the Consultation Parties, terminate the respective Sale processes contemplated hereunder with respect to the Properties and seek to sell any or all Properties pursuant to section 363(b) of the Bankruptcy Code.

O. Protection of Fiduciary Obligations

Notwithstanding anything to the contrary in these Bidding Procedures, nothing in these Bidding Procedures or the Bidding Procedures Order shall require a Debtor to take any action or to refrain from taking any action related to any sale transaction to the extent taking or failing to take such action would be inconsistent with applicable law or its fiduciary obligations under applicable law.

Further, notwithstanding anything to the contrary in these Bidding Procedures, through the date of the Auction (if held), nothing in these Bidding Procedures or the Bidding Procedures Order shall

diminish the right of the Debtors and their respective directors, officers, managers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives to: (i) consider, respond to, and facilitate alternate proposals for sales or other restructuring transactions involving any or all of the Debtors' assets (each an **"Alternate Proposal"**); (ii) provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity; (iii) maintain or continue discussions or negotiations with respect to Alternate Proposals; (iv) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternate Proposals; and (v) enter into or continue discussions or negotiations with holders of claims against or equity interests in a Debtor, any other party in interest in these chapter 11 cases (including the U.S. Trustee), or any other entity regarding Alternate Proposals.

II. STALKING HORSE BIDDERS AND BID PROTECTIONS

A. Stalking Horse Bidders

The Debtors shall be authorized, but not obligated, in the exercise of their business judgment, and in consultation with the Consultation Parties, subject to the notice requirements and objection procedures set forth in the Bidding Procedures Order, to select one or more Potential Bidders to act as stalking horse bidders in connection with a Sale (each, a **"Stalking Horse Bidder"** and their bid a **"Stalking Horse Bid"**) and enter into a purchase agreement with respect to a Sale with such Stalking Horse Bidder (each such agreement, a **"Stalking Horse Agreement"**).

The deadline for the Debtors to select a Stalking Horse Bidder for each Sale is **August 3, 2026, at 4:00 p.m. (prevailing Central Time)**. If a Stalking Horse Bidder is designated, the Debtors shall file with the Court and serve a notice (a **"Stalking Horse Notice"**) on (a) the U.S. Trustee, (b) the Official Committee of Unsecured Creditors, and (c) those parties who have requested notice of all pleadings filed in these chapter 11 cases, with no further notice being required. The Stalking Horse Notice shall (i) identify the Stalking Horse Bidder(s), the material terms of the Stalking Horse Bid(s) (including the Purchase Price and Properties subject to such Stalking Horse Bid(s)), and the amount and terms of any Stalking Horse Bid Protections offered to the Stalking Horse Bidder(s), and (ii) attach a copy of the relevant Stalking Horse Agreement(s).

Any objection to the designation of a Stalking Horse Bidder or to any Stalking Horse Bid Protections set forth in the Stalking Horse Notice and Stalking Horse Agreement(s) (a **"Stalking Horse Objection"**) shall be filed by **August 10, 2026, at 4:00 p.m. (prevailing Central Time)**. If no Stalking Horse Objection is timely filed (or if a Stalking Horse Objection is timely filed but consensually resolved prior to a hearing on such objection), then the Debtors' designation of any Stalking Horse Bidder(s), selection of the Stalking Horse Bid(s), entry into the Stalking Horse Agreement(s), and Stalking Horse Bid Protections being offered to the Stalking Horse Bidder(s), shall be deemed approved without need for any further action or approval by the Court, and shall be payable in accordance with, and subject to the terms of, the applicable Stalking Horse Agreement. To the extent any Stalking Horse Objection is timely filed and is unresolved, the Court will hold a hearing on **[August 14], 2026, at [] a/p.m. (prevailing Central Time)**, subject to the availability of the Court, to address any unresolved Stalking Horse Objection(s) (the **"Stalking Horse Hearing"**). The Debtors reserve the right to change the date and/or time of the Stalking Horse Hearing.

B. Stalking Horse Bid Protections

In recognition of its expenditure of time, energy, and resources, if any Stalking Horse Bidder is not the Successful Bidder with respect to the applicable Property or Properties, the Debtors will, subject to the Bidding Procedures Order and the Stalking Horse Agreement, pay to the Stalking Horse Bidder a break-up fee equal to []% of the Stalking Horse Bid (the “**Break-Up Fee**”) plus reimbursement of the Stalking Horse Bidder’s expenses incurred in connection with the Stalking Horse Agreement and the due diligence performed by the Stalking Horse Bidder, not to exceed \$[] in aggregate (together with the Break-Up Fee, the “**Stalking Horse Bid Protections**”). The Stalking Horse Bid Protections shall be payable as provided for pursuant to the terms of the Bidding Procedures Order and the applicable Stalking Horse Agreement.

III. SALE HEARING AND OBJECTIONS

The Debtors will seek entry of an order from the Court at a hearing (the “**Sale Hearing**”) to begin on or before [August 24], 2026, at [] a/p.m. (prevailing Central Time), subject to the availability of the Court, to approve and authorize the Sale(s) to the Successful Bidder(s) (the “**Sale Order**”). The Debtors reserve the right, in consultation with the Consultation Parties, to change the date and/or time of the Sale Hearing (or any other dates related to the Sale) in order to achieve the maximum value for the Properties.

Any party seeking to file an objection to the entry of the Sale Order must do so on or before **August 23, 2026, at 4 p.m. (prevailing Central Time)**.

EXHIBIT B

(El Paso Lease Requirements)

-Attached-

Leasing Criteria - 11891 Alameda - Net Effective Rent Schedule [1]

Total Bldg SF	860,506
Min Initial / Max Fully Extended Term (Years)	5 / 16
Min Lease SF	215,000
Max Lease SF	430,000

Min Market Rent (\$ PSF)	\$8.00
Reimbursement Method	NNN
Min Contractual Bumps	3.50%
Max Abatement (Months Free)	3.00
Tenant Improvements [2]	-

Base Rent

Year 1	\$8.00
Year 2	\$8.28
Year 3	\$8.57
Year 4	\$8.87
Year 5	\$9.18

Net Effective Rent (\$ PSF)	\$8.18
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1. Net Effective Rent is a calculation of base rent averaged over the lease term netting out free rent and TI, and is calculated as follows: $(\text{Sum of All Base Rent} / \text{Term}) - (\text{Abatements} / 12 \times \text{Starting Rent} / \text{Term}) - (\text{TI} / \text{Term})$

2. Tenant Improvement costs to be escrowed by F-Star Socorro, L.P. upon lease execution