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Attorneys for Debtor
Rosland Capital LLC

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re:	Case No. 2:26-16650-BB
ROSLAND CAPITAL LLC,	Chapter 11
Debtor.	**NOTICE OF SALE CLOSING AND SUBMISSION OF FINAL ASSET PURCHASE AGREEMENT**
	[No Hearing Required]

TO THE HONORABLE SHERI BLUEBOND, UNITED STATES BANKRUPTCY JUDGE, THE UNITED STATES TRUSTEE, ALL PARTIES-IN-INTEREST HEREIN, AND THEIR RESPECTIVE COUNSEL:

GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP
2049 Century Park East, Suite 2600
Los Angeles, California 90067

PLEASE TAKE NOTICE that on October 1, 2026, the Court entered its *Order Granting Debtor's Motion for Order Approving Sale of Customer Information Assets Free and Clear* [Docket No. 207] (the "Sale Order"), approving Rosland Capital LLC's sale of substantially all of its assets to American Hartford Gold, LLC, free and clear of liens, claims, and interests, on the terms provided for in the Sale Order and the Purchase Agreement (attached hereto),[1] and that, all conditions precedent and requirements under the Purchase Agreement having been satisfied or waived, the Closing of the sale of the Purchased Assets occurred on October 2, 2026. Capitalized terms used but not defined herein have the meanings given to them in the Sale Order.

DATED: October 5, 2026

GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP

By: /s/ Jonathan S. Shenson
BRIAN L. DAVIDOFF (SBN 102654)
JONATHAN S. SHENSON (SBN 184250)
Attorneys for Debtor Rosland Capital LLC

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[1] The attached Purchase Agreement includes Schedules 1 and 2; but otherwise, it is the same agreement attached as Exhibit 1 to the Debtor's Notice of Results of Auction for Sale of Customer Information Assets [Docket No. 199].

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of September 29, 2026 (the "Effective Date"), by and among (i) American Hartford Gold, LLC, a Delaware limited liability company ("Buyer") and (ii) Rosland Capital LLC, a Delaware limited liability company ("Seller"). Each of Buyer and Seller is sometimes individually called a "Party" and collectively called the "Parties."

Seller has ceased operations, and Seller wishes to transfer and Buyer wishes to acquire Seller's remaining business — comprising Seller's trade names, trademarks, and business goodwill, its internet domain names and websites, and the customer relationship records historically used in that business — as a single integrated group of Assets (as defined below), pursuant to the terms and conditions in this Agreement. For the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the Parties agree as follows:

1. Definitions. The following terms have the following respective meanings (and capitalized terms not defined in this Section 1 have the meanings set forth in other sections of this Agreement):

"Adversely Affected Customer" means any Database Customer that (a) as of 11:59 p.m. (Pacific Time) on the date immediately preceding the date of Bankruptcy Court Approval, is scheduled by Seller as holding a claim against Seller or Seller's estate on Seller's schedules of assets and liabilities filed in the Bankruptcy Case (as amended or supplemented), whether or not such claim is listed as disputed, contingent, or unliquidated, or (b) as of the Cutoff Time, holds a claim against Seller or Seller's estate that has been allowed in the Bankruptcy Case, whether by order of the Bankruptcy Court or by operation of Section 502(a) of the Bankruptcy Code.

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. The term "control" for purposes of this definition means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Assets" means:

(a) all of the Seller's right, title, and interest in and to the customer database maintained by the Seller on the Salesforce customer relationship management platform (the "Customer Database"), including, as available and without limitation: (i) all customer records and all prospective customer records (each record relating to a person who has never purchased goods or services from Seller, a "Prospect Record"), including names, mailing addresses, email addresses, telephone numbers, and other contact information; (ii) all transaction and purchase histories, order data, and account records, in each case excluding any Excluded Information; (iii) all leads, opportunities, activity records, call logs, notes, and correspondence histories associated with such customers and prospective customers; (iv) all tags, segmentation data, custom fields, and associated metadata contained within the Customer Database; and (v) all electronic files, exports, reports, and copies of the foregoing, in whatever form or medium maintained; and

(b) all of Seller's rights, title, and interests in and to the following: (i) trade names, trademarks, service marks, logos, designs, and goodwill including, without limitation, those included on Schedule "1" and (ii) all domain names, websites, URLs, and related digital properties associated with Seller's business including, without limitation, those included on Schedule "2".

The Assets do not include (x) Seller's subscription agreement or license with Salesforce, Inc., any Salesforce software or platform rights, any hardware, (y) any Excluded Information, (z) the Estate Copy (as defined in Section 7(a)(iv)), or (aa) any record relating to an Adversely Affected Customer.

"Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended.

"Bankruptcy Court" means the United States Bankruptcy Court for the Central District of California presiding over Seller's case under chapter 11 of the Bankruptcy Code, Case # 2:26-bk-16650-BB (the "Bankruptcy Case").

"Bankruptcy Court Approval" means the entry by the Bankruptcy Court in the Bankruptcy Case of an order (the "Approval Order"), that (a) authorizes and approves Seller's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, (b) approves the sale, transfer and assignment of the Assets to Buyer free and clear of all Encumbrances pursuant to Sections 363(b) and 363(f) of the Bankruptcy Code, (c) finds that Buyer is a good faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code, and (d) provides that the sale, transfer, and assignment of the Assets free and clear of Encumbrances does not extinguish, release, discharge, or otherwise impair any right of any consumer arising under applicable privacy, consumer-protection, or unfair or deceptive acts and practices Law with respect to information contained in the Assets, including any right to opt out of the sale or sharing of, to request deletion or correction of, or to limit the processing of, such information, all of which rights attach to the Transferred Customer Information in the possession of Buyer from and after the Closing.

"Buyer Parties" means Buyer and its subsidiaries and Affiliates and their respective officers, directors, managers, employees, representatives, agents, successors and assigns.

"Database Customer" means any Person or entity (a) whose name or contact information is included in the Assets as of the Closing Date, (b) who is a member of the same household as, or shares a mailing address, email address, or telephone number with, any person described in clause (a), or (c) any IRA, trust, or other account or entity for the benefit of or controlled by any person described in clause (a).

"Encumbrance" means any claim, pledge, lien, charge, security interest, lease, license, title retention, mortgage, restriction, easement, right-of-way, title defect, option, right of first offer or refusal, purchase right, adverse claim or encumbrance of any kind.

"Equitable Exceptions" means Laws governing bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws, without limitation, relating to or affecting creditors' rights generally.

"Excluded Information" means, notwithstanding anything in the definition of "Assets" to the contrary and in each case whether or not contained in the Customer Database: (a) Social Security numbers, taxpayer identification numbers, driver's license numbers, passport numbers, and other government-issued identification numbers; (b) credit card, debit card, financial account, and bank account numbers, and any access code, password, security code, or verification value associated with any of the foregoing; (c) audio or video recordings of communications with any customer or prospective customer, and any transcript of any such recording; (d) personal information of Seller's current or former employees, officers, managers, contractors, or agents; (e) any record that Seller knows or has reason to know relates to a person under the age of eighteen (18); and (f) any consumer health information, precise geolocation data, or other category of information treated as "sensitive personal information," "sensitive data," or a similar term under applicable privacy Law. Excluded Information does not constitute part of the Assets, and Seller shall have no obligation to deliver any Excluded Information to Buyer.

"Law" means any law (statutory, common, or otherwise), constitution, treaty, convention, ordinance, equitable principle, code, rule, regulation, executive order, or other similar authority enacted, adopted, promulgated, or applied by any foreign, international, federal, state, provincial, local or other governmental authority, each as amended and now in effect.

"Person" means, without limitation, any individual, partnership, joint venture, firm, corporation, limited liability company, association or other unincorporated organization, trust or other enterprise or any governmental authority.

"Proceeding" means any action, suit, litigation, arbitration, mediation, hearing, audit, investigation, claim, charge, complaint or proceeding (whether civil, criminal, administrative, Tax, investigative or informal).

"Purchase Price" means $3,800,000 (inclusive of the Deposit).

"Tax" or "Taxes" means any taxes, duties, assessments, fees, withholdings, levies and other charges of any nature imposed by any governmental authority and includes all interest, penalties, fines or other additional amounts imposed by any governmental authority with respect to the foregoing.

"Transferred Customer Information" means the information relating to identified or identifiable natural persons that is contained in the Customer Database and delivered to Buyer under Section 7(a), excluding in all cases the Excluded Information and the information and records of Adversely Affected Customers.

2. Purchase and Sale of Assets. Buyer hereby purchases from Seller, and Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, free and clear of any Encumbrances, all of Seller's rights, title and interests in, to and under the Assets, pursuant to the terms and conditions in this Agreement; provided that the transfer of the Assets free and clear of Encumbrances is not intended to, and shall not be construed to, extinguish, release, or impair any right of any consumer under applicable privacy, consumer-protection, or unfair or deceptive acts and practices Law with respect to information contained in the Assets, which rights attach to the Transferred Customer Information in Buyer's possession from and after the Closing.

3. Deposit. Simultaneously with the execution hereof by the Buyer, Buyer shall pay $125,000 (the "Deposit") via wire transfer to Armanino Advisory, LLC ("Armanino"), financial advisers to the Seller ("Armanino Rosland Deposit Account") or to such other account which the Seller notifies the Buyer of in writing. The Deposit shall be held in the Armanino Rosland Deposit Account pending the Closing. **If the Closing occurs, the Deposit shall be credited against the Purchase Price. If the Closing does not occur because (a) Bankruptcy Court Approval is not obtained, (b) Seller consummates a sale of the Assets to a Person other than Buyer, or (c) Seller fails to perform its obligations under this Agreement in any material respect, the Deposit shall be returned to Buyer within five (5) business days thereafter. If the Closing does not occur because Buyer fails to perform its obligations under this Agreement in any material respect, Seller shall be entitled to retain the Deposit as liquidated damages, and the Parties agree that the Deposit is a reasonable estimate of Seller's damages and constitutes Seller's sole and exclusive remedy for such failure.**

4. Payment of Purchase Price. At the Closing (as defined below), Buyer shall pay to Seller the Purchase Price by wire transfer to the Armanino Rosland Deposit Account.

5. [INTENTIONALLY LEFT BLANK]

6. Closing Transactions.

(a) The Closing; Closing Date. The closing of the transactions under this Agreement (the "Closing") will take place remotely via electronic exchange of signatures on the second (2nd) business day after Bankruptcy Court Approval has been obtained, or on such other date as the Parties may agree in writing, but in no event later than October 2, 2026 (the "Closing Date").

7. Closing Deliveries; Further Actions.

(a) Delivery of Customer Database. At the Closing Seller shall deliver to Buyer:

(i) Customer Database Export. A complete export of the Customer Database as maintained on Seller's instance of the Salesforce platform as of 11:59 p.m. (Pacific Time) on the date immediately preceding the Closing Date (the "Cutoff Time"), in the following form: (A) native Salesforce export files generated through Salesforce's standard data export functionality, and (B) machine-readable comma-separated value (.csv) or Microsoft Excel

(.xlsx) files, at Buyer's election,, in each case delivered by secure electronic transmission or, at Buyer's request, on an encrypted portable storage medium, with all field structures, record relationships, and metadata preserved to the extent supported by the export format, and in each case excluding all records relating to Adversely Affected Customers.

(ii) Definitive Customer List. Concurrently with the delivery under Section 7(a)(i) above, Seller shall deliver to Buyer a schedule (the "Definitive Customer List") setting forth, as of the Cutoff Time, each unique person or entity included in the Customer Database (other than the Adversely Affected Customers), identified by name and by mailing address, email address, and telephone number to the extent contained in the Customer Database. The Definitive Customer List shall be certified in writing by the Chief Restructuring Officer as complete and accurate in all material respects and shall be initialed by both Parties at Closing and shall constitute the definitive and exclusive record of the persons and entities described in clause (a) of the definition of "Database Customer" for all purposes of this Agreement.

(iii) Verification; Cure. For a period of thirty (30) days following Closing, Buyer may verify the completeness and integrity of the delivered export. If Buyer identifies any material corruption, truncation, or omission in the delivered files as compared to the Customer Database as of the Cutoff Time, Seller shall re-export and redeliver the affected records, and if such re-export and redelivery does not resolve the identified corruption, truncation, or omission, Seller shall use commercially reasonable efforts to cure the defect in the form or transmission of the delivery.

(iv) Estate Copy; Post-Closing Use. Notwithstanding anything to the contrary in this Agreement (if any), Seller shall retain, and there is hereby excluded from the Assets sold, transferred, conveyed, and assigned to Buyer, one complete copy of the export of the Customer Database delivered under Section 7(a)(i), excluding in all cases the Excluded Information (the "Estate Copy"). Seller may also retain records that must be retained to satisfy applicable Tax, anti-money laundering, or Bank Secrecy Act requirements or an order of the Bankruptcy Court. Seller may only use the Estate Copy, and may retain and use one archival copy of the Definitive Customer List, solely (A) for purposes of administering this Agreement, (B) as required to comply with applicable Law, regulatory inquiry, or the administration of Seller's chapter 11 case, and (C) for investigating, prosecuting, defending, settling, and otherwise administering claims and causes of action of Seller and Seller's estate, including avoidance actions under chapter 5 of the Bankruptcy Code. The rights granted to Seller under this Section 7(a)(iv), and the Estate Copy, are assignable by Seller without Buyer's consent to any official committee of unsecured creditors appointed in the Bankruptcy Case, to any trustee appointed in the Bankruptcy Case, and to any liquidating trust or other successor established under a confirmed plan in the Bankruptcy Case, in each case subject to the restrictions in this Section 7(a)(iv). Seller shall not use, and shall not permit any assignee to use, the Estate Copy or the Definitive Customer List for any commercial, marketing, or solicitation purpose, and shall maintain each subject to the same privacy and data security obligations applicable to Seller prior to Closing, to any conditions imposed by the Approval Order, and to any findings or conditions the Bankruptcy Court adopts after considering the report of a consumer privacy ombudsman appointed under Section 332 of the Bankruptcy Code.

(b) Other Deliveries of Seller. At the Closing Seller shall deliver:

(i) An executed Internet Domain Name Transfer Agreement.

(ii) A trademark assignment agreement.

(c) Deliveries of Buyer. Buyer shall pay to Seller the Purchase Price in accordance with Section 4.

(d) Further Actions. At any time and from time to time after the Effective Date, at Buyer's expense, Seller shall promptly execute and deliver such agreements and instruments, and take such actions, as Buyer may reasonably request in order to more effectively transfer, convey, record and assign the Assets to Buyer, confirm Buyer's title to the Assets free and clear of any Encumbrances, permit Buyer to operate the Assets and otherwise carry out the purpose and intent of this Agreement (including seeking approval of or providing notices of assignment of all business contracts in compliance with such contracts, and causing applicable Assets to be registered in the name of Buyer or an Affiliate of Buyer).

(e) Consumer Privacy. The Parties acknowledge that the Customer Database contains personally identifiable information of individual consumers. Seller shall, in connection with obtaining Bankruptcy Court Approval, disclose to the Bankruptcy Court the terms of any policy of Seller prohibiting the transfer of such information that was in effect on the date of commencement of the Bankruptcy Case, and the sale of the Assets shall be effected in compliance with Sections 332 and 363(b)(1) of the Bankruptcy Code. If a consumer privacy ombudsman is appointed under Section 332 of the Bankruptcy Code, the sale of the Assets shall be subject to such findings and conditions as the Bankruptcy Court determines to be appropriate after giving due consideration to the report of the consumer privacy ombudsman. From and after the Closing, Buyer shall use the personally identifiable information contained in the Customer Database in compliance with (i) any conditions imposed by the Approval Order and (ii) all applicable privacy Laws.

8. Seller Representations and Warranties. Subject to Bankruptcy Court Approval, (i) Seller has full legal right, power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated under this Agreement, (ii) the execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Seller, and (iii) Seller holds good title to the Customer Database and since July 2, 2026, the date on which Seller commenced the Bankruptcy Case (the "Petition Date"), has not deleted, destroyed or materially altered any material portion of the Customer Database, in each case outside of the ordinary course of Seller's obligations under applicable Law, its privacy policies, or the Bankruptcy Case.

9. Buyer Representations and Warranties. Buyer represents and warrants to Seller that: (a) Buyer is a limited liability company duly formed, validly existing and in good standing under the laws of Delaware; (b) Buyer has the unrestricted right, power and authority (and all necessary approvals) to execute and deliver, and to perform and consummate the obligations and transactions under, this Agreement; (c) this Agreement constitutes the legal, valid and binding obligations of Buyer, enforceable in accordance with its terms except as may be limited by any applicable Equitable Exceptions; (d) neither the execution and delivery of this Agreement nor the performance or consummation of any obligations or transactions under this Agreement, will (with or without notice or lapse of time or both): (i) conflict with or violate any organizational documents of Buyer or any Law applicable to Buyer, (ii) conflict with or violate any contract to which Buyer is a party or by which Buyer is bound, or (iii) result in any Encumbrance on Buyer's assets, in each case in a manner that would have a material adverse effect on the ability of Buyer to perform its obligations under this Agreement; and (e) Buyer is not required to give any notice to, obtain any consent or license from or make any filing with any Person (including any governmental authority) in connection with this Agreement or any transactions or obligations under this Agreement, in each case the failure of which would have a material adverse effect on the ability of Buyer to perform and otherwise discharge its obligations under this Agreement; (f) Buyer is not a "covered person" and is not a "foreign person" subject to the direction, ownership, or control of any "country of concern," in each case as those terms are used in the regulations of the U.S. Department of Justice at 28 C.F.R. Part 202; (g) Buyer will not knowingly engage in any transaction that would result in access to any Transferred Customer Information by any such person, and shall maintain reasonable measures designed to prevent such access; and (h) Buyer shall not store, host, or transfer any Transferred Customer Information outside the United States without Seller's prior written consent.

10. Bankruptcy Related Matters. The sale of the Assets and Seller's obligations to sell, transfer, and assign the Assets to Buyer under this Agreement are in all respects subject to and conditioned upon Bankruptcy Court

Approval. Notwithstanding anything to the contrary in this Agreement, Seller shall have no obligation to consummate the Closing, and Seller shall have no liability to Buyer for failure to consummate the Closing, unless and until the Bankruptcy Court enters the Approval Order. Seller shall use commercially reasonable efforts to seek and obtain Bankruptcy Court Approval, provided that nothing herein shall require Seller to take, or refrain from taking, any action that its fiduciary duties or any order of the Bankruptcy Court would preclude.

11. Tax Matters. All transfer, sales and use Taxes, withholding taxes and similar charges on the transfer of the Assets will be borne by Buyer. Buyer shall cooperate with Seller, as reasonably requested by Seller, in connection with the preparation and filing of any Tax return and any Proceeding with respect to Taxes related to the Assets. Within 120 days after the Closing, Buyer shall deliver to Seller an allocation of the Purchase Price among the Assets, which allocation shall be subject to Seller's reasonable consent, and Seller and Buyer shall prepare any Tax forms relating to the transactions under this Agreement based on such allocation and shall not take any Tax position inconsistent with such allocation.

12. No Assumption of Liabilities. Buyer is purchasing the Assets only. Buyer does not assume, and shall not be deemed to have assumed, and shall have no liability or responsibility for, any liability, obligation, debt, commitment or claim of Seller or arising out of or relating to Seller's business or the Assets, whether known or unknown, asserted or unasserted, accrued or contingent, liquidated or unliquidated, due or to become due, and whether arising before, on or after the Closing. Nothing in this Section limits or otherwise impairs Buyer's obligation to pay the Purchase Price. For the avoidance of doubt, this Section 12 addresses only liabilities and obligations of Seller, and nothing in this Section 12 limits, releases, or otherwise impairs any obligation imposed on Buyer directly by applicable Law by reason of Buyer's possession or processing of the Transferred Customer Information from and after the Closing, including the obligation of a business that acquires personal information as an asset in a merger, acquisition, bankruptcy, or similar transaction to comply with requests to opt out of the sale or sharing of personal information that a consumer directed to Seller before the Closing. The Parties acknowledge that the foregoing obligations of Buyer are obligations of Buyer arising by operation of Law and are not liabilities of Seller assumed by Buyer.

13. AS-IS Sale; Warranty Disclaimer. THE ASSETS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT UPON THE CLOSING SELLER SHALL SELL AND CONVEY ALL OF ITS RIGHT, TITLE AND INTEREST IN AND TO THE ASSETS TO BUYER AND BUYER SHALL ACCEPT THE ASSETS "AS IS, WHERE IS, WITH ALL FAULTS." BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE ASSETS OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ITS REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE ASSETS ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS." BUYER ACKNOWLEDGES TO SELLER THAT BUYER HAS HAD, OR PRIOR TO THE CLOSING WILL HAVE, THE OPPORTUNITY TO CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE ASSETS AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE ASSETS AND ITS ACQUISITION THEREOF, AND BUYER WARRANTS AND REPRESENTS TO SELLER THAT BUYER WILL RELY SOLELY ON ITS OWN REVIEW, INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. BUYER ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO LATENT OR PATENT DEFECTS AND OTHER ADVERSE MATTERS, MAY HAVE NOT BEEN REVEALED BY BUYER'S REVIEW, INSPECTIONS AND INVESTIGATIONS. BUYER FURTHER ACKNOWLEDGES THAT CERTAIN OF THE ASSETS MAY INCORPORATE INTELLECTUAL PROPERTY LICENSED OR OTHERWISE ACQUIRED BY SELLER FROM THIRD PARTIES, THAT SELLER IS UNABLE TO TRANSFER INTELLECTUAL PROPERTY BELONGING TO,

OWNED BY OR OTHERWISE RESTRICTED BY A THIRD PARTY WITHOUT THAT PARTY'S EXPRESS WRITTEN CONSENT, AND THAT NO SUCH CONSENT WILL BE SOUGHT OR OBTAINED BY SELLER AS PART OF THIS AGREEMENT. BUYER ACCEPTS FULL RESPONSIBILITY FOR COMMUNICATING WITH ANY THIRD PARTY WHOSE INTELLECTUAL PROPERTY MAY BE INCLUDED IN THE ASSETS TRANSFERRED HEREBY AND SHALL PAY ALL LICENSING OR OTHER FEES, COSTS, EXPENSES OR CHARGES THAT MAY BE ASSOCIATED WITH USING SUCH ASSETS.

14. General Provisions.

(a) Notices. All notices under this Agreement must be in writing and will be deemed properly given (i) on the next business day after deposit for overnight delivery by courier, (ii) three (3) business days after receipt by mailing, by registered or certified mail, return receipt requested, or (iii) upon transmission by email, if sent by 5:00 p.m. California time on a business day and otherwise on the next business day, in each case to the applicable address set forth below:

If to Buyer, to:

American Hartford Gold, LLC
Attention: Robert Leff, CFO
Email: rleff@hgoldgroup.com

with copies (which shall not constitute notice) to:

Jonathan Landis, General Counsel
Email: jlandis@hgoldgroup.com

If to the Seller, to:
Armanino Advisory, LLC
2700 Camino Ramon, Suite 350
San Ramon, CA 94583

Attention: Michael Hogan & Chris Lang
Email: michael.hogan@armanino.com, Chris.Lang@armanino.com

with copies (which shall not constitute notice) to:

Greenberg Glusker Fields Claman & Machtinger LLP
2049 Century Park East, Suite 2600
Los Angeles, CA 90067
Attention: Jonathan Shenson & Brian Davidoff
Email: jshenson@ggfirm.com, bdavidoff@ggfirm.com

(b) Governing Law; Jurisdiction. This Agreement and all of the transactions it contemplates, including its validity, interpretation, construction, performance, and enforcement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles which would result in the application of the laws of another jurisdiction. The Bankruptcy Court has exclusive jurisdiction over any and all disputes arising out of or otherwise relating to this Agreement; provided that, if the Bankruptcy Case has been closed or dismissed or the Bankruptcy Court declines to exercise jurisdiction, the state and federal courts located in Los Angeles County, California shall have exclusive jurisdiction, and each Party consents to personal jurisdiction and venue in those courts.

(c) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, permitted assigns, permitted transferees, permitted delegees and estates. Except for its holding company, subsidiaries and affiliated business entities, Buyer may not assign,

transfer, or delegate any of its rights, duties, or obligations hereunder without Seller's prior written consent, and any attempted assignment, transfer or delegation without such consent shall be invalid (void *ab initio*). Seller may assign, pledge, participate, sell, or otherwise transfer all or any portion of its rights, title, interests in and to the Agreement without the consent of Buyer.

(d) Costs. Each Party is responsible for its own costs and expenses incurred in connection with this Agreement and the transactions under this Agreement; *provided*, *however*, that in any Proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable attorneys' fees, expert fees, and other costs and expenses incurred in connection with such Proceeding, in addition to any other relief to which such Party may be entitled.

(e) Voluntary Execution. Each Party acknowledges that it has had the opportunity to be represented by separate independent counsel, including tax advisors, and that such Party understands the terms and conditions of this Agreement, including without limitation, the legal and tax consequences to such Party. The Parties represent and warrant that they have had sufficient time to consider whether to enter into this Agreement and that they are relying solely on their own judgment and the advice of their own counsel in deciding to execute this Agreement. If a Party chose not to seek its own counsel, including a tax advisor, such Party hereby acknowledges that such Party refrained from seeking counsel entirely of its own volition and with full knowledge of the consequences of such a decision. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of this Agreement, shall have no application to the terms and conditions of this Agreement.

(f) Time of Essence. Time is of the essence and all dates, deadlines and time periods provided for under this Agreement are ABSOLUTE AND FINAL.

(g) Miscellaneous. This Agreement and any other agreement between the Parties executed on the Effective Date express the complete and final understanding of the Parties with respect to the subject matter of such agreements and supersede all prior agreements or communications among the Parties, whether written or oral, with respect to the subject matter of such agreements. No modification of this Agreement will be effective unless in writing and executed by the Parties. No waiver of any provision of this Agreement will be valid unless in writing and signed by the Party against whom the waiver is sought to be enforced. Failure of a Party to enforce any right under this Agreement will not constitute a waiver of future enforcement of such right or any other rights. If any provision of this Agreement is held to be invalid by any court, the remainder of this Agreement will remain in force and will not be affected. The language used in this Agreement has been chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party. The headings in this Agreement are for reference only and will not affect the meaning of this Agreement. The word "including" means "including without limitation." When a deadline under this Agreement falls on a day that is not a business day, the deadline is deemed to fall on the next following business day. This Agreement may be executed in counterparts, all of which taken together will constitute one agreement, and signatures exchanged by facsimile or .pdf will constitute effective execution and delivery of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

BUYER:

American Hartford Gold, LLC

By: _____
Name: Robert Leff
Title: Chief Financial Officer

SELLER:

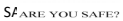
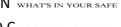
Rosland Capital LLC

By: Michael Hogan
Name: Michael Hogan
Title: Chief Restructuring Officer

Schedule "1"

Search results from 1 to 1

Search term Rosland Capital LL

SerialNumbe	Wordmark	Image	Status	GoodsAndServicesTruncatec	Basis	FiledDate	InternationalClas	OwnerFullTex	PriorityDate	RegistrationDat	RegistrationNumbe	RegistrationTyp
77946012	ROSLAND C		Live	IC 035: Retail store services fe	1a	2010-02-26	IC 035	Rosland Capital I		2010-10-05	3856659	PRINCIPAL
77556688	ROSLAND C		Dead	IC 035: Retail store services fe	1b	2008-08-27	IC 035	Rosland Capital I				PRINCIPAL
85703592	WHAT'S IN		Dead	IC 035: Telephone ordering se	1b	2012-08-14	IC 035	Rosland Capital I				PRINCIPAL
85703627	ROSLAND C		Live	IC 035: Telephone ordering se	1a	2012-08-14	IC 035	Rosland Capital I		2013-04-23	4323682	PRINCIPAL
77946048	ROSLAND C		Dead	IC 035: [Retail store services f	1a	2010-02-26	IC 035	Rosland Capital I		2010-10-05	3856663	PRINCIPAL
86939712	ARE YOU SA		Live	IC 035: Telephone ordering se	1a	2016-03-14	IC 035	Rosland Capital I		2018-04-10	5443852	PRINCIPAL
85703614	ROSLAND		Live	IC 035: Telephone ordering se	1a	2012-08-14	IC 035	Rosland Capital I		2013-04-23	4323680	PRINCIPAL
77556679	ROSLAND C		Live	IC 035: Retail store services fe	1a	2008-08-27	IC 035	Rosland Capital I		2010-04-20	3778932	PRINCIPAL
77556681	ROSLAND C		Dead	IC 035: Retail store services fe	1b	2008-08-27	IC 035	Rosland Capital I				PRINCIPAL
86939723	DO YOU FEI		Dead	IC 035: Telephone ordering se	1b	2016-03-14	IC 035	Rosland Capital I				PRINCIPAL
86320635	WHAT'S IN		Dead	IC 035: [Telephone ordering s	1a	2014-06-25	IC 035	Rosland Capital I		2015-02-17	4688111	PRINCIPAL
77556676	ROSLAND		Live	IC 035: Retail store services fe	1a	2008-08-27	IC 035	Rosland Capital I		2010-04-20	3778931	PRINCIPAL
85546187	WHAT'S IN		Dead	IC 035: [Retail store services f	1a	2012-02-17	IC 035	Rosland Capital I		2014-02-25	4488967	PRINCIPAL
86538417	ROSLAND C		Dead	IC 014: Non-monetary coins.	1b	2015-02-18	IC 014	Rosland Capital I				PRINCIPAL
86538452			Dead	IC 014: Non-monetary coins.	1b	2015-02-18	IC 014	Rosland Capital I				PRINCIPAL

Schedule "2"

Domain	Register Date	Expiration Date	Status	Estimated Value
roslandgroup.us	Dec 23, 2009	Jul 21, 2026	Expired - Recoverable	> $100
roslandlending.us	Dec 23, 2009	Jul 21, 2026	Expired - Recoverable	> $100
marinaleksovroslandcapital.com	Jul 1, 2014	Oct 9, 2026	Active	> $100
roslandcapitalreviews.com	Jul 1, 2014	Oct 9, 2026	Active	$498
roslandcapitaldeals.com	Oct 11, 2013	Oct 11, 2026	Active	$470
roslandcapitalspecials.com	Oct 11, 2013	Oct 11, 2026	Active	$389
buygold101.com	Dec 10, 2014	Dec 10, 2026	Active	$748
goldcoininfo.com	Dec 10, 2014	Dec 10, 2026	Active	$926
howtobuygold101.com	Dec 10, 2014	Dec 10, 2026	Active	$225
roslandcoins.net	Jan 4, 2010	Jan 4, 2027	Active	$113
owninggoldcoins.com	Jan 21, 2019	Jan 21, 2027	Active	$706
whybuycoins.com	Jan 21, 2019	Jan 21, 2027	Active	$1,197
whybuysilvercoins.com	Jan 21, 2019	Jan 21, 2027	Active	$614
roslandcapitalgold.com	Jul 1, 2014	Feb 28, 2027	Active	$1,423
roalandcapital.biz	May 2, 2008	May 2, 2027	Active	> $100
roalandcapital.us	May 2, 2008	May 2, 2027	Active	> $100
roslandcapital.com	May 2, 2008	May 3, 2027	Active	$4,339
roslandmortgages.com	May 2, 2008	May 3, 2027	Active	$1,591
roslandassetmanagement.net	May 2, 2008	May 3, 2027	Active	$149
roslandfinancial.net	May 2, 2008	May 3, 2027	Active	$182
roalandcapital.net	May 2, 2008	May 3, 2027	Active	$170
roslandfinancial.org	May 2, 2008	May 3, 2027	Active	$461
roslandacquisitions.org	May 2, 2008	May 3, 2027	Active	$434
roalandcapital.org	May 2, 2008	May 3, 2027	Active	$521
roalandcapital.info	May 2, 2008	May 3, 2027	Active	> $100
roslandacquisitions.com	May 2, 2008	May 3, 2027	Active	$1,538
roslandassetmanagement.com	May 2, 2008	May 3, 2027	Active	$1,470
roslandfinancial.com	May 2, 2008	May 3, 2027	Active	$1,765
roslandlending.com	May 2, 2008	May 3, 2027	Active	$2,135
roslandrealestate.com	May 2, 2008	May 3, 2027	Active	$1,589
roslandacquisitions.net	May 2, 2008	May 3, 2027	Active	$180
roslandcapital.net	May 2, 2008	May 3, 2027	Active	$993
roslandlending.net	May 2, 2008	May 3, 2027	Active	$288

roslandmortgages.net	May 2, 2008	May 3, 2027 Active	$165
roslandrealestate.net	May 2, 2008	May 3, 2027 Active	$111
roalandcapital.com	May 2, 2008	May 3, 2027 Active	$2,068
roslandcapital.org	May 2, 2008	May 3, 2027 Active	$1,426
roslandmortgages.org	May 2, 2008	May 3, 2027 Active	$389
roslandrealestate.org	May 2, 2008	May 3, 2027 Active	$212
roslandassetmanagement.org	May 2, 2008	May 3, 2027 Active	$590
roslandlending.org	May 2, 2008	May 3, 2027 Active	$816
roslandgroup.org	Dec 23, 2009	Jun 22, 2027 Active	$765
roslandgroup.info	Dec 23, 2009	Jul 10, 2027 Active	> $100
roslandgroup.com	Dec 23, 2009	Jul 18, 2027 Active	$2,505
roslandgroup.net	Dec 23, 2009	Jul 18, 2027 Active	$365
roslandcapital.info	Dec 23, 2009	Jul 18, 2027 Active	> $100
roslandlending.info	Dec 23, 2009	Jul 18, 2027 Active	> $100
roslandcapital.us	Dec 23, 2009	Jul 21, 2027 Active	> $100
roslandcapital2.com	Mar 12, 2010	Aug 18, 2027 Active	$1,328
roslandcapital2.net	Mar 12, 2010	Aug 18, 2027 Active	> $100
roslandcapitalblog.com	Aug 3, 2018	Aug 29, 2027 Active	$448
roslandcapitalcommercial.com	Aug 3, 2018	Aug 29, 2027 Active	$700
roslandcapitalcomplaint.com	Aug 3, 2018	Aug 29, 2027 Active	$485
roslandcapitalcon.com	Aug 3, 2018	Aug 29, 2027 Active	$1,085
roslandcapitalfraud.com	Aug 3, 2018	Aug 29, 2027 Active	$670
roslandcapitalgoldira.com	Aug 3, 2018	Aug 29, 2027 Active	$517
roslandcapitalmarinaleksov.com	Aug 3, 2018	Aug 29, 2027 Active	> $100
roslandcapitalrating.com	Aug 3, 2018	Aug 29, 2027 Active	$477
roslandcapitalreport.com	Aug 3, 2018	Aug 29, 2027 Active	$642
roslandcapitalrollover.com	Aug 3, 2018	Aug 29, 2027 Active	$544
roslandcapitalsham.com	Aug 3, 2018	Aug 29, 2027 Active	$579
roslandcapitalwebsite.com	Aug 3, 2018	Aug 29, 2027 Active	$199
roslandcapitalwilliamdevane.com	Aug 3, 2018	Aug 29, 2027 Active	> $100
roslandcapital.biz	Dec 23, 2009	Sep 15, 2027 Active	> $100
roslandgroup.biz	Dec 23, 2009	Sep 15, 2027 Active	> $100
roslandlending.biz	Dec 23, 2009	Sep 15, 2027 Active	> $100
roslandcapitalsilver.com	Oct 29, 2012	Oct 29, 2027 Active	$519
roslandsilver.com	Oct 29, 2012	Oct 29, 2027 Active	$1,138

roslandgoldsilverira.com	Oct 31, 2012	Oct 31, 2027	Active	$248
roslandira.com	Oct 31, 2012	Oct 31, 2027	Active	$1,331
roslandpreciousmetalsira.com	Oct 31, 2012	Oct 31, 2027	Active	> $100
roslandsilverira.com	Oct 31, 2012	Oct 31, 2027	Active	$342
roslandcapitalira.com	Oct 31, 2012	Oct 31, 2027	Active	$662
roslandgoldira.com	Oct 31, 2012	Oct 31, 2027	Active	$435
rosland-capital.co.uk	Jun 14, 2013	Jun 14, 2028	Active	> $100
rosland.co.uk	Jun 14, 2013	Jun 14, 2028	Active	$1,326
rosland401kgold.com	Aug 9, 2013	Aug 9, 2028	Active	$346
rosland401ksilver.com	Aug 9, 2013	Aug 9, 2028	Active	$278
roslandcoins.com	Mar 8, 2010	Mar 29, 2029	Active	$1,478
roslandcollectables.com	Aug 3, 2012	Aug 3, 2032	Active	$1,120
roslandcollectibles.com	Aug 3, 2012	Aug 3, 2032	Active	$667

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 2049 Century Park East, Ste. 2600, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE CLOSING AND SUBMISSION OF FINAL ASSET PURCHASE AGREEMENT** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) October 5, 2026, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:
On (*date*) October 5, 2026, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Honorable Sheri Bluebond
United States Bankruptcy Court
255 E. Temple Street, Ste. 1534
Los Angeles, CA 90012

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

10/05/2026 Cynthia Miller Watkins	***/s/ Cynthia Miller Watkins***
Date Printed Name	*Signature*

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**:

- **Michael Abelow** mabelow@srvhlaw.com
- **Michael Jay Berger** michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com;michael.berger@ecf.inforuptcy.com
- **Baruch C Cohen** bcc@BaruchCohenEsq.com, paralegal@baruchcohenesq.com
- **Brian L. Davidoff** bdavidoff@greenbergglusker.com, calendar@greenbergglusker.com;jking@greenbergglusker.com;cmillerwatkins@greenbergglusker.com; MilanaECF@ggfirm.com
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- **Lucy Thomson** lucythomson_cpo@earthlink.net
- **United States Trustee (LA)** ustpregion16.la.ecf@usdoj.gov
- **Dylan J Yamamoto** dylan@echoparklegal.com