BY ORDER OF THE U.S. BANKRUPTCY COURT

Northern District of Indiana | Case No. 22-20965-JRA

TERMS OF SALE

ONLINE AUCTION

100% Membership/Ownership Interest in:

DAPAN INVESTMENTS LLC

AND

DAPAN ENTERTAINMENT INC.

Former Goodfella's Bar & Grill | 11200 W 129th Ave (US 41), Cedar Lake, IN 46303

Seller / Trustee:	Christopher R. Schmidgall, Chapter 7 Trustee
Authorized Auctioneer:	Gallivan Auction & Appraisers (Norman J. Gallivan II / Matt Gallivan)
Auction Format:	Online Bidding — Sealed / Competitive
Bidding Closes:	Tuesday, July 28, 2026
Subject Entities:	Dapan Investments LLC and Dapan Entertainment Inc.
Primary Asset:	Commercial real property at 11200 W 129th Ave, Cedar Lake, IN 46303 (Lake County)

1. DEFINITIONS

"Auction" means the online competitive bidding process conducted by Gallivan Auction & Appraisers on behalf of the Trustee as authorized by the Bankruptcy Court.

"Auctioneer" means Gallivan Auction & Appraisers, including Norman J. Gallivan II and Matt Gallivan, acting as the duly authorized agent of the Trustee.

"Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Indiana, Case No. 22-20965-JRA.

"Bidder" means any individual or entity that has completed the qualification process and has been approved by the Auctioneer to participate in the Auction.

"Buyer" or "Successful Bidder" means the Bidder submitting the highest and best bid, subject to Bankruptcy Court approval.

"Buyer's Premium" means the fee equal to ten percent (10%) of the Successful Bid Price, payable by the Buyer in addition to the bid price.

“Closing” means the transfer and assignment of 100% of the Membership Interest in Dapan Investments LLC and 100% of the ownership interest in Dapan Entertainment Inc. from the Trustee to the Buyer.

“Court Approval” means entry of an Order by the Bankruptcy Court approving the sale of the Interests to the Buyer.

“Deposit” means the earnest money deposit required as described in Section 5 herein.

“Estate” means the bankruptcy estate in Case No. 22-20965-JRA.

“Interests” means collectively the 100% membership interest in Dapan Investments LLC and the 100% ownership interest in Dapan Entertainment Inc.

“Property” means the commercial real property located at 11200 W 129th Ave (US Route 41), Cedar Lake, Indiana 46303 (Lake County Parcel No. 45-15-20-278-026.000-014), and all improvements thereon, owned through Dapan Investments LLC.

“Purchase Price” means the Successful Bid Price plus the Buyer’s Premium.

“Qualification Deadline” means the deadline established by the Auctioneer by which prospective bidders must submit all qualification materials and the Initial Deposit.

“Successful Bid Price” means the highest and best bid accepted by the Trustee and approved by the Bankruptcy Court.

2. DESCRIPTION OF ASSETS OFFERED FOR SALE

2.1 Nature of Sale

The Trustee is offering for sale, by online auction, 100% of the Interests in both Dapan Investments LLC and Dapan Entertainment Inc., pursuant to 11 U.S.C. § 363. The sale conveys the Interests only; the Buyer acquires ownership of the entities and, through Dapan Investments LLC, ownership of the underlying real property. All liabilities, encumbrances, and claims attach to the sale as disclosed or as otherwise ordered by the Bankruptcy Court.

2.2 Dapan Investments LLC — Primary Asset

The primary asset held by Dapan Investments LLC is the commercial real property described as follows:

Address:	11200 W 129th Ave (US Route 41), Cedar Lake, IN 46303
County / Township:	Lake County / Hanover Township
Parcel No.:	45-15-20-278-026.000-014
Lot Size:	+/- 2.00 Acres (approx. 435.6 ft x 200 ft)
Zoning:	Commercial
Primary Building:	3,278 SF | Brick, 1-Story | Built 1978 (Renovated c. 2000)
Terraced Patio:	3,073 SF (added 2012)
Drive-Up Window:	Yes

Cold Storage:	36 SF facility (added 2012)
Canopies:	540 SF commercial
Paved Parking:	Approx. 18,200 SF asphalt lot
Utilities:	Sewer, Gas, Electric; public road access; no flood hazard
Assessed Value (2022):	$530,000 total (Land: $261,000 | Improvements: $269,000)
Annual Property Taxes:	Approx. $14,269/year
Former Use:	Bar & Grill (previously a bank)

2.3 Dapan Entertainment Inc. — Primary Asset

The Trustee is also offering for sale 100% of the ownership interest in Dapan Entertainment Inc., a related entity. The primary asset of Dapan Entertainment Inc. is Liquor License #RR4531888, currently held in escrow by the Trustee. Prospective bidders should review all available information materials regarding Dapan Entertainment Inc. prior to bidding. The Interests in both entities are being sold together as a single lot and may not be bid upon separately unless otherwise announced by the Auctioneer.

2.4 "As-Is, Where-Is" Condition

ALL INTERESTS AND ASSETS ARE SOLD "AS-IS, WHERE-IS, WITH ALL FAULTS." THE TRUSTEE AND AUCTIONEER MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, SUITABILITY, ENVIRONMENTAL STATUS, TITLE (BEYOND WHAT IS DISCLOSED), VALUE, OPERATING HISTORY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INTERESTS, THE ENTITIES, OR THE UNDERLYING PROPERTY. BIDDERS ARE SOLELY RESPONSIBLE FOR THEIR OWN DUE DILIGENCE.

2.5 Sale Free and Clear of Liens

The Interests in Dapan Investments LLC and Dapan Entertainment Inc. are being sold free and clear of all liens, claims, encumbrances, and interests pursuant to 11 U.S.C. § 363(f), as authorized by Order of the Bankruptcy Court. Any such liens, claims, or encumbrances shall attach to the proceeds of sale in the same priority and to the same extent as they attached to the Interests prior to the sale.

3. QUALIFICATION TO BID

3.1 Required Qualifications

To participate in the Auction, each prospective Bidder must, prior to the Qualification Deadline established by the Auctioneer:

1. Submit a completed Bidder Registration Form as provided by the Auctioneer;

2. Deliver to the Auctioneer an Initial Deposit of Fifteen Thousand Dollars ($15,000.00) in the form of certified funds (cashier's check payable to Gallivan Auction & Appraisers, Escrow Account) or wire transfer per wiring instructions provided by the Auctioneer;
3. Execute and return a copy of these Terms of Sale acknowledging acceptance of all terms and conditions.

3.2 Escrow of Initial Deposit

All Initial Deposits will be held in the Auctioneer's escrow account pending conclusion of the Auction. The Initial Deposit of any unsuccessful Bidder will be returned within three (3) business days following preliminary Bankruptcy Court approval of the sale to the Successful Bidder. The Trustee and Auctioneer reserve the right to reject any Bidder's qualifications for any reason or no reason.

3.3 Entities and Principals

If the prospective Bidder is a legal entity (corporation, LLC, partnership, trust, or similar), it must provide its organizational documents, evidence of authority to bid and complete the purchase, and identification of all principals holding a beneficial interest of ten percent (10%) or greater. The Auctioneer may require additional information as a condition of qualification.

4. AUCTION PROCEDURES

4.1 Online Bidding Platform

The Auction will be conducted via the Auctioneer's online bidding platform. Qualified Bidders will receive access credentials and instructions for online bidding upon completion of the qualification process. The Auctioneer reserves the right to modify, postpone, extend, or cancel the Auction at any time, with or without notice, subject to any applicable Bankruptcy Court orders.

4.2 Bidding Closes

Bidding is scheduled to close on Tuesday, July 28, 2026. The Auctioneer may, in its sole discretion, extend the bidding period if competitive bidding activity warrants such extension. Bidders will be notified of any extension in accordance with the online platform's procedures.

4.3 Minimum Bid / Reserve

The sale is not subject to a reserve price; however, the Trustee reserves the right to reject any and all bids, in consultation with the Bankruptcy Court, if the high bid is deemed insufficient.

4.4 Buyer's Premium

A Buyer's Premium of ten percent (10%) of the Successful Bid Price will be added to the Successful Bid Price to determine the total Purchase Price. The Buyer's Premium is payable by the Buyer to the Auctioneer and constitutes part of the total amount due at Closing. By way of example: if the Successful Bid Price is $500,000, the Buyer's Premium is $50,000, and the total Purchase Price is $550,000.

4.5 Bid Increments

Minimum bid increments will be established and announced by the Auctioneer prior to the commencement of bidding. The Auctioneer reserves the right to adjust bid increments during the Auction.

4.6 Highest and Best Bid

The Auctioneer will identify the highest and best bid at the conclusion of bidding. The Trustee shall submit the results of the Auction to the Bankruptcy Court for approval. The sale is not final until entry of a Bankruptcy Court Order approving the sale.

5. DEPOSIT REQUIREMENTS

5.1 Initial Deposit — All Qualified Bidders

Each qualified Bidder must deliver an Initial Deposit of Fifteen Thousand Dollars ($15,000.00) prior to the Qualification Deadline, as set forth in Section 3.1(b) above.

5.2 Additional Deposit — Successful Bidder

Within three (3) business days following the close of the Auction, the Successful Bidder must deliver an additional deposit sufficient to bring the total deposit held by the Auctioneer to ten percent (10%) of the total Purchase Price (Successful Bid Price plus Buyer's Premium). The additional deposit must be in the form of certified funds or wire transfer as directed by the Auctioneer.

Example: If the Purchase Price is $550,000, the required total deposit is $55,000. The Successful Bidder's $15,000 Initial Deposit is credited, and an additional $40,000 is due within three (3) business days.

5.3 Non-Refundability — Successful Bidder

The Successful Bidder's deposit (Initial Deposit plus any additional deposit) is NON-REFUNDABLE, except in the sole circumstance that the Trustee is unable to convey the Interests to the Buyer through no fault of the Buyer, or if the Bankruptcy Court does not approve the sale. In all other circumstances, including Buyer's failure to close, the deposit is forfeited.

5.4 Return of Deposits — Unsuccessful Bidders

The Initial Deposits of all unsuccessful Bidders will be returned, without interest, within three (3) business days following preliminary Bankruptcy Court approval of the sale to the Successful Bidder. The Auctioneer shall retain all deposits in escrow until such time.

5.5 Backup Bidder

The Auctioneer and Trustee may, at their discretion, designate a Backup Bidder (the next highest qualified bidder). The Backup Bidder's deposit will be retained in escrow until such time as (a) Closing has occurred with the Successful Bidder, or (b) the Backup Bidder has been released in writing by the Trustee. In the event of a default by the Successful Bidder, the Trustee may, without further auction, offer the Interests to the Backup Bidder at the Backup Bidder's last bid price.

6. NO CONTINGENCIES

THE SALE IS NOT CONTINGENT UPON THE BUYER'S ABILITY TO OBTAIN FINANCING, CONDUCT ADDITIONAL INSPECTIONS, OBTAIN PERMITS OR APPROVALS, OR ANY OTHER CONDITION. By submitting a bid, the Buyer represents and warrants that it has conducted all due diligence it deems necessary, has arranged for all necessary financing, and is prepared to close the transaction on the terms and timeline set forth herein. No contingencies of any nature will be accepted after qualification.

7. INFORMATIONAL MATERIALS

7.1 Bidder's Responsibility

Each prospective Bidder is solely responsible for conducting its own independent due diligence regarding the Interests, the entities, and the Property prior to submitting a bid. The Trustee and Auctioneer will make available such information as is in their possession but make no representation as to the completeness or accuracy of such information.

7.2 Information Materials

All informational materials will be made available on the Auctioneer's website at www.njgallivan.com. Such materials may include, to the extent available: entity organizational documents; title information; survey; environmental reports; tax records; building and zoning information; and prior inspection reports.

7.3 Property Inspections

The Auctioneer will coordinate access to the Property for qualified prospective bidders to conduct physical inspections. Inspections must be scheduled in advance through the Auctioneer. All inspections are at the prospective Bidder's sole cost, risk, and responsibility. No invasive testing (including but not limited to core sampling, boring, or destructive testing) shall be conducted without the prior written approval of the Trustee.

7.4 Reliance

Each Bidder acknowledges that it is relying solely upon its own investigation, analysis, and judgment in determining whether to bid, and is not relying on any statement, representation, or warranty of the Trustee, the Auctioneer, or any of their respective agents, employees, or representatives.

8. CLOSING

8.1 Closing Deadline

Closing shall occur no later than forty-five (45) days following entry of the Bankruptcy Court Order approving the sale, or such other date as agreed in writing by the Trustee and the Buyer. Time is of the essence with respect to the Closing deadline.

8.2 Closing Documents

At Closing, the Trustee shall execute and deliver such assignment documents, bills of sale, and other instruments as are reasonably necessary to transfer the Interests to the Buyer, subject to and consistent with the Bankruptcy Court's Order approving the sale. The Trustee's obligations at Closing are limited to those set forth in the Bankruptcy Court's Order.

8.3 Closing Costs

The Buyer shall be responsible for all costs associated with Closing, including but not limited to: transfer taxes, recording fees, title insurance premiums, attorneys' fees (Buyer's own counsel), and any other customary closing costs. The Trustee's closing costs shall be paid from the sale proceeds.

8.4 Payment at Closing

The balance of the Purchase Price (Purchase Price less the total deposit held in escrow) shall be paid at Closing by certified funds or wire transfer. Personal checks will not be accepted.

8.5 Failure to Close

If the Buyer fails to close within the time specified in Section 8.1, or fails to comply with any material term of these Terms of Sale, the Buyer shall be in default. Upon default: (a) the Buyer's entire deposit shall be forfeited and retained by the Estate; (b) the Trustee may, without further auction, offer the Interests to the Backup Bidder; and (c) the Trustee reserves all remedies available at law, in equity, and under the Bankruptcy Code.

10. TITLE AND TRANSFER

10.1 Nature of Title

The Trustee shall convey the Interests by assignment "free and clear" of liens, claims, encumbrances, and interests to the maximum extent permitted by 11 U.S.C. § 363(f) and as authorized by the Bankruptcy Court Order. Any liens or claims that attach to the proceeds of sale shall be addressed in accordance with the Bankruptcy Court's Order.

10.2 Title Insurance

The Buyer is strongly encouraged to obtain a title commitment and title insurance at Buyer's sole expense. The Trustee and Auctioneer make no representation regarding the insurability of title. Any title objections must be raised prior to the submission of a bid.

10.3 Existing Taxes and Assessments

Real property taxes, special assessments, and other charges shall be prorated at Closing as of the date of Closing in accordance with local custom, unless otherwise ordered by the Bankruptcy Court. The Buyer shall assume responsibility for all taxes and assessments accruing after the date of Closing.

10.4 Possession

Possession of the Assets (through the Interests) shall be delivered to the Buyer at Closing, subject to any occupancy, tenancy, or other rights disclosed in the information materials or otherwise of record. The Trustee makes no representation as to the existence or absence of any occupants or tenants.

11. BANKRUPTCY COURT APPROVAL

The sale of the Interests is subject to and conditioned upon entry of an Order of the Bankruptcy Court approving the sale. The filing of a motion to approve the sale and the entry of such Order are within the exclusive jurisdiction of the Bankruptcy Court. The Trustee will promptly seek Court approval following the Auction. Neither the Trustee nor the Auctioneer makes any representation as to the timing of Court approval.

Objections to the sale, if any, must be filed with the Bankruptcy Court in accordance with the Court's procedures and the applicable Federal Rules of Bankruptcy Procedure. Any party in interest wishing to object to the sale or submit a competing offer must do so in accordance with applicable law and Court rules.

In the event the Bankruptcy Court does not approve the sale for any reason, all deposits will be returned to the respective Bidders without interest, and neither the Trustee nor the Auctioneer shall have any further liability to any Bidder.

13. REPRESENTATIONS AND WARRANTIES OF BIDDER

By participating in the Auction and submitting a bid, each Bidder represents, warrants, and acknowledges that:

- The Bidder has read, understood, and agrees to be bound by these Terms of Sale in their entirety;
- The Bidder has had a full and adequate opportunity to investigate the Interests, the entities, and the Property and has conducted all due diligence it deems appropriate;
- The Bidder does not rely on any representation or warranty of the Trustee, the Auctioneer, or any of their agents or representatives;
- The Bidder has the legal authority and financial capability to purchase the Interests at the Bidder's bid price plus the Buyer's Premium;
- The Bidder is not a party of interest in the bankruptcy case in a capacity that would prohibit it from purchasing assets of the Estate, without prior Bankruptcy Court approval;
- The Bidder is not acting in collusion with any other Bidder; and
- The Bidder's bid is a bona fide, arm's-length offer to purchase the Interests on the terms set forth herein.

14. DISCLAIMERS AND LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE TRUSTEE, THE BANKRUPTCY ESTATE, THE AUCTIONEER, NOR ANY OF THEIR RESPECTIVE OFFICERS,

EMPLOYEES, AGENTS, OR REPRESENTATIVES SHALL BE LIABLE TO ANY BIDDER OR PROSPECTIVE BIDDER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE AUCTION, THESE TERMS OF SALE, OR THE PURCHASE AND SALE OF THE INTERESTS, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE CONDITION OF THE PROPERTY, ENVIRONMENTAL MATTERS, ENVIRONMENTAL CONTAMINATION, TITLE DEFECTS, ZONING, BUILDING CODE VIOLATIONS, OR ANY OTHER MATTER.

The Trustee acts solely in his/her representative capacity as Chapter 7 Trustee and shall have no personal liability in connection with the sale. The Trustee's obligations are solely those of a bankruptcy trustee acting within the scope of authority granted by the Bankruptcy Court and the Bankruptcy Code.

15. ENVIRONMENTAL MATTERS

The Property is being sold "as-is" with respect to all environmental conditions. Prospective Bidders are advised to conduct their own independent environmental assessment of the Property prior to bidding. No representations or warranties are made as to the absence or extent of any environmental contamination, hazardous substances, underground storage tanks, or other environmental conditions affecting the Property. The Buyer shall assume all risk and responsibility for environmental conditions existing as of the date of Closing.

16. GOVERNING LAW; JURISDICTION

These Terms of Sale shall be governed by and construed in accordance with the laws of the State of Indiana and applicable federal bankruptcy law, without regard to conflicts of law principles. The Bankruptcy Court shall retain exclusive jurisdiction over all disputes arising out of or related to the Auction, these Terms of Sale, and the sale of the Interests. All parties consent to the jurisdiction of the Bankruptcy Court for the resolution of any such disputes.

17. MISCELLANEOUS

17.1 Entire Agreement

These Terms of Sale, together with any written addenda issued by the Auctioneer and any applicable Bankruptcy Court Orders, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations, warranties, and understandings of the parties.

17.2 Amendments

The Auctioneer reserves the right to amend, modify, or supplement these Terms of Sale at any time prior to the close of bidding. Any amendments will be posted on the Auctioneer's website and communicated to qualified Bidders. Continued participation in the Auction following any amendment constitutes acceptance of the amended terms.

17.3 Severability

If any provision of these Terms of Sale is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

17.4 Waiver

No waiver of any provision of these Terms of Sale shall be effective unless in writing signed by the Trustee or the Auctioneer. No waiver shall be deemed a continuing waiver or a waiver of any other provision.

17.5 Counterparts; Electronic Signatures

These Terms of Sale and any related agreements may be executed in counterparts, and electronic signatures shall be deemed valid and binding to the same extent as original signatures.

17.6 Notices

All notices, communications, and inquiries regarding the Auction should be directed to:

Auctioneer Contact:	Matt Gallivan
Email:	matt@njgallivan.com
Phone:	(317) 227-3720
Mailing Address:	7230 Arbuckle Commons #181, Brownsburg, IN 46112
Website:	www.njgallivan.com

18. ACKNOWLEDGMENT

BY SUBMITTING A DEPOSIT AND PARTICIPATING IN THE AUCTION, EACH BIDDER UNCONDITIONALLY ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SALE IN THEIR ENTIRETY, UNDERSTANDS THEM, AND AGREES TO BE BOUND BY THEM.

ACCEPTED AND AGREED BY BIDDER

Signature of Bidder / Authorized Representative	Printed Name and Title
Entity Name (if Bidder is an entity)	Date