

DOCKET NO. UWY-CV23-6070146-S	:	SUPERIOR COURT
DXR FINANCE PARENT, LLC	:	J.D. OF WATERBURY
VS.	:	AT WATERBURY
THERAPLANT, LLC	:	JULY 24, 2023

**JOINT MOTION FOR ENTRY OF STIPULATED JUDGMENT OF STRICT
FORECLOSURE**

Plaintiff, DXR Finance Parent, LLC and Defendant, Theraplant, LLC have agreed to the entry of a judgment in this matter and they have executed the attached Stipulated Judgment of Strict Foreclosure. See Exhibit A. As a result, Plaintiff and Defendant jointly move that the attached Stipulated Judgment of Strict Foreclosure be entered as a Final Judgment and Order of the Court.

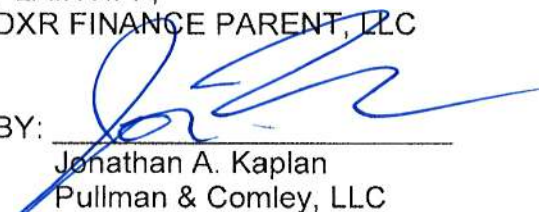
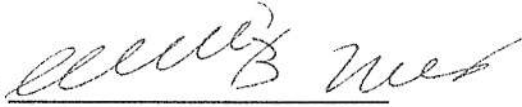
PLAINTIFF, DXR FINANCE PARENT, LLC BY:  Jonathan A. Kaplan Pullman & Comley, LLC 90 State House Square Hartford, CT 06103 Juris No. 409177 Tel 860 424 4300 Fax 860 424 4370 jkaplan@pullcom.com Its Attorney	DEFENDANT, THERAPLANT, LLC BY:  Andrew B. Nevas Verrill Dana, LLP 355 Riverside Avenue P. O. Box 5116 Westport, CT 06881 Juris No. 434389 Tel 203 222 0885 Fax 203 226 8025 anevas@verrill-law.com Its Attorney
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EXHIBIT A

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STIPULATION FOR JUDGMENT OF FORECLOSURE

The Plaintiff, DXR Finance Parent, LLC ("Plaintiff"), and the Defendant, Theraplant, LLC (the "Defendant"), by and through their respective undersigned counsel, stipulate and agree to this Stipulation for Judgment of Foreclosure (the "Stipulation for Judgment") as follows:

1. This is an action to foreclose the guaranty mortgage on the Property granted by Defendant to Plaintiff's predecessor-in-interest to secure the guaranty entered into by Defendant. Defendant consents and stipulates to the foreclosure of the Mortgage on the Property as evidenced by this Stipulation for Judgment of Foreclosure. This is part of a global agreement between the Plaintiff, Defendant and others to address the default under that certain Credit Agreement and the Guaranty¹, which also includes an out-of-court UCC Foreclosure of Defendant's personal property and other interests.

2. The undersigned Defendant and the other Loan Parties have admitted that the Loan Parties have defaulted in its Obligations of the Debt and acknowledges, stipulates and discloses that it has no defense to this foreclosure action, consents to the entry of a default against it, and waives any right to contest the immediate entry of a Judgment of Foreclosure. Accordingly, a Judgment of Foreclosure shall enter immediately in accordance with the Plaintiff's Complaint (the "Judgment").

¹ All terms not otherwise defined herein shall have the meaning ascribed to them in the Complaint.

3. Defendant waives any and all rights which it may have to appeal, seek to open, apply for reconsideration from the Judgment and any and all rights it may have to seek an extension of the law days or Vacate Date (defined below).

4. The parties agree that the Court may enter a judgment of strict foreclosure in favor of the Plaintiff and ask that the Court make the following factual findings:

- A. The fair market value of the Property, 856 Echo Lake Road, Watertown, Connecticut 06795, shall be \$4,107,400.00 pursuant to the Watertown Tax Assessor's Records. The Defendants expressly waive any requirement for an up-to-date appraisal of the Property
- B. The debt owed by the Defendant to the Plaintiff under the Guaranty, and as secured by the Mortgage, is \$155,390,197.17 through February 22, 2023, with a per diem of \$92,141.40. The Defendant expressly waives any requirement for the filing of an affidavit of debt.

5. The Plaintiff and Defendant stipulate to waive presentment of the original Guaranty, Mortgage and Assignment of Mortgage or any other Loan Document. The parties also stipulate that the debt exceeds the fair market value of the property. The Parties expressly waive any restriction pursuant to Connecticut Practice Book § 17-33A.

6. The parties agree to a law day of July 31, 2023, or as soon thereafter as allowed by the Court, and the order of priorities shall be as follows:

- Law Day 1: The Defendant
- Law Day 2: Title shall vest in the Plaintiff

7. The law day in this case shall occur as soon as authorized by law. Defendant expressly authorizes the Court to schedule a law day within the 20 day appeal period.

8. The Defendant represents and warrants that it is the sole occupant of the Property and that no other unrelated individuals, partnerships, corporations, or other entities reside at or occupy the Property.

9. The Defendant, on behalf of itself, its agents, employees, affiliates, parents and subsidiaries, agrees to vacate the Property on or before the first Law Day (the "Vacate Date"). The Defendant agrees to leave the Property in substantially the same condition as it is currently found and agrees not to take any actions to intentionally damage the Property or remove any fixtures.

10. Following the Vacate Date, any personal property, fixtures and improvements left behind shall be deemed abandoned and may be disposed of or retained by the Plaintiff at its sole discretion.

11. The Plaintiff is entitled to a deficiency judgment against the Defendant in an amount equal to the Obligations under the Credit Agreement and Note that have not been satisfied and discharged in accordance with the Strict Foreclosure Agreement as of the date hereof.

12. To the extent necessary to effectuate the transfer of title of the Property to Plaintiff pursuant to this foreclosure action, Defendant agrees to cooperate at all times from and after the date hereof with respect to any of the matters described herein, and to execute and/or deliver (as applicable) such instruments, documents and agreements, and take such actions, as, in each case, may be reasonably necessary or appropriate in order to effectuate, evidence, reflect or record the transfer of title of the Property to Plaintiff and/or assure that the transfers, purposes and objectives of this Stipulated Judgment of Foreclosure are validly and fully accomplished.

13. The Plaintiff, Defendant and other parties are also parties to that certain Strict Foreclosure Agreement concerning certain personal property and other interests

of the Defendant and other parties. Nothing contained herein shall have any effect on the Strict Foreclosure Agreement.

14. Defendant expressly waives any right or defense under Conn. Gen. Stat. §49-1, and expressly acknowledges and reaffirms the Plaintiff's right to proceed on the Guaranty, the Mortgage and the Loan Documents, as well as the Deficiency Judgment.

15. Effective as of the date that Plaintiff becomes title owner of the Property, the parties, for themselves and on behalf of their respective personal representatives, successors and assigns, employees, officers, directors, attorneys, agents, affiliates (other than the other Obligor under the Credit Agreement and the Note solely with respect to any remaining obligations under the Credit Agreement, the Note and any other Loan Document), agents, representatives, successors, heirs and assigns, hereby release, acquit and forever discharge the other parties and their respective personal representatives, successors and assigns, employees, officers, directors, attorneys, agents, affiliates, both individually and collectively, and all others, of and from any and all past, present or future claims, actions, causes of action, suits, debts, accounts, covenants, controversies, damages, judgments, executions, claims and demands whatsoever, in law or equity, whether presently known or unknown or which might hereafter become known, or be acquired arising from the subject matter of the above referenced action. Notwithstanding anything to contrary contained herein, under no circumstances shall any past, present or future claims, actions, causes of action, suits, debts, accounts, covenants, controversies, damages, judgments, executions, claims and demands whatsoever, in law or equity, whether presently known or unknown or which might hereafter become known, or be acquired against (i) any of the individuals or entities listed on Schedule 6.19 of Strict Foreclosure Agreement or (ii) any other individual or entity that directs or supports (including by supporting litigation seeking) a

Holdings Board Change (as defined in the Form of Holdings Joinder, which is attached as Exhibit A to the Strict Foreclosure Agreement (as defined below)) be released, acquitted or discharged.

16. Defendant represents and warrants that it is the sole legal and beneficial owner of the Property.

17. The parties represent, warrant, and agree that each has been represented by their own counsel, that they have each thoroughly read and understood the terms of this Stipulation for Judgment, conferred with their respective attorneys on any questions in regard to this Stipulation for Judgment, and have voluntarily entered into this Stipulation for Judgment. Further, the parties, having been represented by counsel in connection with this Stipulation for Judgment, acknowledge that they have not relied upon any representations or promises or agreements of any kind made to them in connection with their decision to sign this Stipulation for Judgment, except for those set forth in this Stipulation for Judgment, that certain Transaction Support Agreement dated as of November 10, 2022 (as amended, "Transaction Support Agreement") by and between the Loan Parties, DXR Finance LLC, as agent under the Credit Agreement, DXR-GL Holdings I, LLC ("DXR-I"), DXR-GL Holdings II, LLC ("DXR-II"), and DXR-GL Holdings III, LLC ("DXR-III"); and that certain Strict Foreclosure Agreement dated as of March [26], 2023, by and between Plaintiff, DXR-I, DXR-II, DXR-III, DXR Finance, LLC, DXR Finance HoldCo, LLC, and the Greenrose Entities (as defined therein).

18. In the event it is necessary for Plaintiff or its authorized representative, successor or assign, to institute suit to compel performance of any of the obligations herein contained, or commence any action, suit or proceeding related to this Stipulation for Judgment, it shall be entitled to reimbursement for reasonable costs, statutory interest, expenses and attorneys' fees incurred by it in such suit.

19. This Stipulation for Judgment shall be governed by the laws of the State of Connecticut.

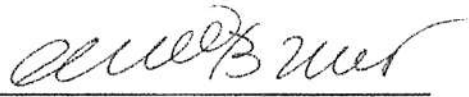
20. The parties further agree that this Stipulated for Judgment may be executed in duplicate counterparts by either an original signature or signature transmitted by facsimile transmission or other similar process, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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DXR FINANCE PARENT, LLC

By 

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