

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MISSOURI**

In Re:) **In Proceedings Under Chapter 11**
)
WESTERN ROBIDOUX, INC.) **Case No. 19-50505-BTF11**
)
Debtor.)

AUCTION PROCEDURES

On November 13, 2020, the Debtor filed a *Motion to Approve (A) Auction Procedures and (B) One or More Potential Sale(s) of All Assets Free and Clear of all Liens, Interests, Claims and Encumbrances, and (C) Related Procedures/Relief Pursuant to 11 U.S.C. §§ 105 and 363* [Docket No. 199] (the “Sale Motion”) pursuant to which the Debtor requested authority to sell substantially all of the assets of the Debtor’s estates to the highest and best bidders subject to the process outlined herein. These Auction Procedures have been approved and authorized pursuant to the *Order Approving Auction Procedures* [Docket No. [___]] (the “Auction Procedures Order”) entered by the United States Bankruptcy Court for the Western District of Missouri (the “Bankruptcy Court”) on December 23, 2020.

AUCTION

1. **Time and Place of Auction; Assets to be Sold.** Substantially all the inventory, equipment, fixtures, and goods (but not including the Excluded Assets or accounts receivable) of Western Robidoux, Inc., (the “Personal Property” or “Assets” in an online auction, conducted over 18-21 days to to conclude on February 23, 2021 (the “Auction”).
2. **Auctioneer.** The Debtor has selected Mayo Auction and Realty (the “Auctioneer”) to conduct the Auction. The Auction will be conducted online.
3. **Bids.** With the exception of small items (items individually worth less than approximately \$200) and as otherwise set forth herein, the Assets will be sold by separate lot and each lot will be sold to the highest bidder subject to any reserve prices (as further described below). The Auctioneer, however, may take back-up bidders if the highest bidder fails to close and timely take possession of the purchased assets. All bids will be in dollar denominations. In the event there are technical difficulties related to the server, software or any other online auction-related technologies, Auctioneer will have the right to extend bidding, continue the bidding, or close the bidding. NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR AUCTIONEER SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Email notifications will be sent to registered bidders with updated information as deemed necessary by Auctioneer. BY PLACING A BID, A BIDDER SHALL BE DEEMED TO HAVE AGREED TO ALL OF THE AUCTION PROCEDURES AND WITH THE

INDIVIDUAL TERMS AND CONDITIONS OF THE AUCTIONEER WHICH SHALL BE POSTED ON THE AUCTION WEBSITE.

4. **Court Approval.** Following the completion of the Auction, the Debtor will file and serve a report of the Auction (the "Auction Report"). The Auction Report shall include the price paid for each lot, the identity of each winning bidder and back-up bidder, and the amount of sale costs and expenses including, without limitation, the Auctioneer's commission and costs of conducting the sale and the costs of securing the assets prior to and immediately after the sale (the "Sale Expenses") to be allocated to each of the lots, and the proposed distribution of sale proceeds for Sale Expenses. The Debtor will seek an Order from the Court at the Sale Hearing approving the various sales (the "Sales"), the Sale Expenses, and the distribution of the Sales proceeds for Sales Expenses, and to the Debtor's bankruptcy estate (the "Final Sale Order"). Debtors shall request that the Final Sale Order contain a finding that the Sales were made in good faith and are final.
5. **Payment.**
 - a. **Payment.** Accepted forms of payment include Visa, MasterCard, Discover, American Express, local check (under \$500) & cash. Payment must be made to the Auctioneer prior to picking any items up. The Auctioneer's load out staff cannot accept any form of payment.
 - b. **Escrow and Disbursement of Sale Proceeds.** The Auctioneer shall hold the payments in escrow pending approval of the various sales by the Court. Upon approval of the Sales, all monies held by the Auctioneer shall be turned over as directed by the Final Sale Order. If a Sale is not approved, then the Auctioneer shall promptly refund the monies to the winning bidder.
6. **Buyers Premium** A 10% buyer's premium will be added to the final bid on Personal Property and paid to the Auctioneer directly by each buyer. Example: If buyer bids \$10,000.00, the total sale price will be \$11,000.00.
7. **Closing and Pick-Up.**
 - a. **Staggered/Dynamic Closing.** The Auction will begin closing at 7:00 pm CDT on the day prior to the close of Auction, closing will continue by lot until it is complete sometime on the final day of the Auction. The closing time of each lot will be automatically extended an additional 5 minutes whenever a bid is placed within the last 5 minutes of any lot.
 - b. **Personal Property.** LOCAL PICKUP ONLY. Winning Bidders may pick their items up at the locations and during the load out times specified by the Auctioneer (after consultation with the Debtor). Load Out will be take place subsequent to entry of order approving the sale only. Unless otherwise agreed to by the Debtor in advance, any items left after the specified load out date will be considered forfeited and the back-up bidder will be notified. The back-up bidder shall have seven (7) days from written notification to tender the purchase price. It will be the buyer's responsibility to dismantle & disconnect any and all equipment, and will be responsible for furnishing

their own packing materials, labor, tools & moving equipment. Buyer shall bear the cost of transportation and removal of their purchased Assets and any damage caused by the same. Certain Personal Property will require, among other things, qualified expertise in its removal. The Auctioneer, in consultation with the Debtor and impacted secured creditors, may designate further parameters and requirements in the removal of Personal Property as the Auctioneer may determine in its business judgment. Potential Bidders may consult with the Auctioneer regarding any such parameters and requirements.

- c. Connie Burri; Cindy Burri; Peter Burri; Brian Burri and any entities controlled by them or bidding on their behalf shall not be permitted to bid at the auction.
8. **Warranty and Condition of Items Sold.** All items are sold 'AS IS, WHERE IS', with NO WARRANTY expressed or implied. It is the responsibility of the buyer to determine the condition of the items and bid accordingly. Descriptions are believed to be accurate but not guaranteed.
9. **Venue & Jurisdiction of All Disputes.** Any and all disputes which may arise by virtue of the Auction or stemming from this Auction shall be resolved by the Bankruptcy Court.
10. **Choice of Law.** All disputes and other matters related to the Auction shall be governed by bankruptcy law applicable to the Western District of Missouri and, to the extent not controlled or preempted by applicable bankruptcy law, the laws of the State of Missouri without regard to its conflicts of law provisions.

CREDIT BID RIGHTS AND RESERVE PRICES

11. **Reserve Prices.**
 - a. Personal Property.
 - i. The sale of Personal Property may be subject to a reserve price determined by the Debtor in consultation with the Auctioneer.
12. **Credit Bid Right.**
 - a. Except as set forth herein, Nodaway Valley Bank may credit bid at the Auction. No other person or entity is permitted to credit bid.
 - b. If Nodaway Valley Bank purchases property via a credit bid, it must as a condition of the purchase pay to the Debtor's estate in cash a pro rata share of the costs of the auction of personal property, including the Sale Expenses and bid premium. By pro rata share, each credit bid will pay a proportion of the costs of the Auction equal to the proportion of the amount of the creditor's successful credit bid to all the successful bids at the auction. For example, if the sum of successful bids is \$1,000,000, the auctioneer's cost and fees are \$200,000, and the successful credit bid is \$100,000 -

which is 10% of the successful bids at the auction - then the credit bidder would have to pay the estate \$20,000 or 10% of the auctioneers costs and fees.

13. **Liens attach to Proceeds.** Except with respect to the modification of credit bidding rights, these Auction Procedures and any action taken pursuant thereto are without prejudice to a secured creditor's asserted lien, including the Adequate Protection Liens granted to Nodaway Valley Bank in the *Final Order (I) Authorizing Use of Cash Collateral, and (II) Granting Adequate Protection* (Doc. 49). All liens shall attach to the sale proceeds of an Asset in the same priority and manner (and subject to the same claims and defenses, if any) as such lien existed in the Asset prior to the sale.

MODIFICATIONS

14. The Auctioneer, after consultation with the Debtor, shall have the right to adopt such other rules for the Auction that the Auctioneer believes in its business judgment will promote the goals of the Auction.

SALE HEARING AND OBJECTIONS

15. An evidentiary hearing to consider the Sale Motion and approval of the Successful Bid(s) (the "Sale Hearing"), will be held on **February, 26 2021 at 10:00 am prevailing Central time** (the "Sale Hearing"), in the courtroom of the Honorable Brian Fenimore, United States Bankruptcy Judge, at the United States Bankruptcy Court, Western District of Missouri, 400 East 9th Street, 6th Floor, Kansas City, Missouri. The Sale Hearing may be adjourned or rescheduled as ordered by the Bankruptcy Court without further notice to creditors and parties in interest other than by announcement by the Debtors of the adjourned date at the Sale Hearing.
16. The Debtor's presentation to the Bankruptcy Court for approval of the Successful Bid(s) does not constitute the Debtor's acceptance of the Bid(s). The Debtor and Auctioneer will be deemed to have accepted a Bid only when the Bid has been approved by Order of the Bankruptcy Court. Both the successful purchaser and the back-up bidder shall be deemed to have agreed to keep its final bid made at the Auction open through thirty (30) days after the entry of the Final Sale Order.
17. **Objections, if any, to the Sale Motion shall be filed with the Bankruptcy Court on or before 5:00 p.m., prevailing Central time on February 25, 2021 (the "Objection Deadline").**