

OPTION AGREEMENT FOR
THE PURCHASE AND SALE OF REAL PROPERTY

APN NO. 50.-4-22
SARATOGA COUNTY, TOWN OF MOREAU

THIS OPTION AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made and entered into as of this July, 15th, 2026 (such date being the date this Agreement is last signed and executed, the "Effective Date"), by and between MOREAU INDUSTRIAL PARK, Inc. a New York Corporation ("Seller"), and NEXAMP FREE HOLDINGS, LLC, a Delaware limited liability company ("Purchaser").

RECITALS

A. Seller is the owner of certain real property in Saratoga County, in the State of New York, containing a sum of approximately 2.88 acres of land, commonly identified as APs NO. 50.-4-22 (the "Land"), as more particularly described on Exhibit A attached hereto and incorporated herein.

B. As used in this Agreement, the term the "Property" shall mean, collectively: (a) the Land, together with all of Seller's right, title and interest in all rights, easements, rights-of-way and other interests appurtenant thereto including, but not limited to, any streets or other public ways adjacent to such Land and any development rights, water rights or mineral rights owned by, or leased to, Seller; (b) all improvements located on such Land, if any (all such improvements being collectively referred to herein as the "Improvements"); and (c) all trademarks, trade names, permits, approvals, and entitlements and other intangible property used in connection with the foregoing, including, without limitation, all of Seller's right, title and interest in any and all warranties and guaranties relating to the Property (collectively, the "Intangible Personal Property").

C. Seller desires to grant to Purchaser an option to purchase the Property on the terms set forth herein. Seller acknowledges that upon acquisition of the Property, Purchaser shall be free to use and dispose of such Property in any manner Purchaser deems appropriate and that Purchaser may sell such Property for any price Purchaser deems appropriate to any subsequent buyer.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Grant of Option to Purchase.

(a) Option to Purchase. Seller hereby grants to Purchaser an exclusive and irrevocable option (the "Option") to purchase from Seller and, if Purchaser exercises the Option, agrees to sell to Purchaser, all of the Property, subject to and upon the terms, covenants and conditions set forth herein.

2. Option Term.

(a) Term. The Term of the Option shall commence on the Effective Date and shall expire on the date that is Twelve (12) months from the Effective Date (the "Initial Option Term"). The Option Term shall automatically extend, without any further action or notice by the purchaser, for two (2) additional twelve (12) month periods, and One (1) additional six (6) month period (each, an "Extended Option Term"), unless Purchaser exercises the Option or terminates this Agreement prior to

the expiration of the then-Option Term. The term "Option Term" at any given time shall refer to the Initial Option Term as automatically extended pursuant to this section. If the Purchaser does not exercise the Option or terminate this Agreement prior to the expiration of the Option Term (as automatically extended), then Purchaser shall be deemed to have terminated this Agreement as of such expiration, and the parties shall both execute a writing confirming such termination.

(b) Purchaser's Right to Terminate. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have the right to terminate this Agreement at any time prior to the end of the Option Term in its sole and absolute discretion and for any or for no reason whatsoever. Upon such termination, the Option Consideration (defined below), to the extent actually paid by Purchaser to Seller, shall be retained by Seller (subject to the terms of Section 9), and neither party shall have any further rights or obligations hereunder except as otherwise specified in this Agreement, other than the Purchaser's responsibility to remit the Termination Milestone Payment C, as shown in Section 3(b). To the extent that any Option Consideration has accrued, but not been paid by the purchaser, such payments must be paid to the Seller within 30 days of the issuance of a Termination Notice. Upon any termination of this Agreement, Purchaser and Seller agree to document such termination by executing and delivering to each other a Termination Agreement in the form attached hereto as Exhibit B and incorporated herein.

3. Option Consideration.

(a) Signing Consideration. Within ten (10) business days after the Effective Date, Purchaser shall pay to Seller the amount of [REDACTED] (the "Signing Option Consideration"). The Signing Option Consideration shall be credited toward the Purchase Price at Closing if Purchaser exercises the Option, and shall otherwise be non-refundable. The parties acknowledge and agree that the Signing Option Consideration is adequate consideration paid by Purchaser to Seller for entering into this Agreement and the right and ability of Purchaser to commence its due diligence of the Property and evaluate the transaction contemplated by this Agreement.

(b) Milestone Option Payments. On or before the respective payment dates set forth below, Purchaser shall pay and release to Seller the additional sums set forth below (collectively, with the Signing Option Consideration, the "Milestone Option Consideration"), all in the form of immediately available funds. All amounts paid as Milestone Option Consideration shall be credited towards the Purchase Price at Closing if Purchaser exercises the Option, but shall otherwise be non-refundable except as provided in Section 9 (or as elsewhere expressly provided in this Agreement).

	<u>Amount of Milestone Option Consideration</u>	<u>Payment Date</u>
A	[REDACTED]	[REDACTED]

B		

(c) Extension Option Payments. If Purchaser elects to extend the term of the Option in accordance with Section 2(a), on or before the respective payment dates set forth below, Purchaser shall pay and release to Seller the additional sums set forth below (collectively, the “Extension Option Consideration”), all in the form of immediately available funds. The term “Option Consideration” shall mean the Initial Option Consideration together with the Extension Option Consideration. All amounts paid as Extension Option Consideration shall be credited towards the Purchase Price at Closing if Purchaser exercises the Option, but shall otherwise be non-refundable except as provided in Section 9 (or as elsewhere expressly provided in this Agreement).

(d) Monthly Option Payments. On or before the respective payment dates set forth below, Purchaser shall pay and release to Seller the additional sums set forth below (collectively, with the Signing Option Consideration, the “Monthly Option Consideration”), all in the form of immediately available funds.

[REDACTED]

Seller expressly authorizes and approves the payment direction to the Seller as forth above and waives any claims against Purchaser in the event that payments are made in conformance with the terms herein. Seller shall indemnify Purchaser against any and all claims, losses and causes of action arising out of Purchaser's payments under this Section, including, without limitation, in connection with any dispute amongst payees and/or any members of the Seller. Payment shall be deemed made and paid upon issuance of a wire transfer confirmation number for the transfer of such funds to Seller's account from Purchaser's financial institution.

4. Exercise of Option.

The Option may be exercised upon Purchaser's written notice to Seller of its election to exercise the Option ("Option Notice") within the Option Term specified in Section 2. Such Option Notice shall be deemed timely if it is transmitted by e-mail, facsimile, delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service within the time period specified in Section 2. Purchaser's Option Notice shall specify [whether Purchaser is exercising the Option with respect to all or a portion of the Land (subject to compliance with all applicable subdivision requirements) and] the Purchase Price (defined below) for the Property. [From and after Purchaser's exercise of the Option, the term "Land" shall include only such portion of the Land that Purchaser specifies it will purchase in the Option Notice (and all defined terms which incorporate the term "Land" in their definitions, such as the defined term "Property", shall then incorporate such reduced definition of the term "Land").] In the event that Purchaser timely exercises the Option, Seller shall sell to Purchaser and Purchaser shall buy from Seller the Property, on the terms and conditions established in this Agreement.

5. Purchase Price.

(a) [REDACTED]

(b) [REDACTED]

6. Due Diligence and Time for Satisfaction of Conditions.

Purchaser shall have the right to access the Property and to commence due diligence with respect to the Property immediately following the Effective Date, and the due diligence period ("Due Diligence Period") shall expire at 5:00 p.m. Eastern Standard Time on the last day of the Option Term. Within five (5) days after the Effective Date, Seller shall deliver to Purchaser, or make available to Purchaser and its

employees, representatives, counsel and consultants all of its books, records and files relating to the Property in Seller's possession or control, including, without limitation, all of the items set forth in Section 7 below (collectively, the "Due Diligence Items").

7. Diligence Period Conditions.

The following shall be conditions precedent to Purchaser's obligation to purchase the Property (the "Diligence Period Conditions"):

(a) Purchaser's review and approval of written documentation satisfactory to Purchaser, confirming that Seller possesses the full power and authority to sell the Property to Purchaser on the terms and conditions set forth herein and that the individuals executing this Agreement on behalf of Seller have the legal power, right and actual authority to bind Seller. Seller shall deliver such written documentation to Purchaser within five (5) days after the Effective Date.

(b) Purchaser's review and approval of the Due Diligence Items, including, but not limited to, any and all tenant leases (including for oil, gas or mineral rights), if any, and all amendments thereto (collectively, the "Leases"); all contracts pertaining to the use and operation of the Property, if any (collectively, the "Service Contracts"); permits and entitlements; any materials or reports concerning the physical condition of the Property; any records of the use of Hazardous Materials (defined below) on the Property; and such other documents and information reasonably requested by Purchaser, including, but not limited to, any existing Phase I and/or Phase II Environmental Site Assessment, geotechnical studies, biological studies, cultural resource studies, wetland studies, drainage studies and/or plans, improvement plans, building plans, traffic studies, water supply assessment studies, and crop planting and harvesting schedules, if any. All Leases and Service Contracts shall be terminated by Seller at its sole cost and expense effective prior to the Closing.

(c) Purchaser's review and approval of the condition of title to the Property. Purchaser shall obtain a current preliminary title report or a commitment for title insurance with respect to all of the Land, issued by a national title insurance company chosen by Purchaser (the "Title Company"), accompanied by copies of all documents referred to in the report or commitment (collectively, the "Preliminary Report"). Seller shall deliver to Purchaser at Seller's sole cost and expense, within five (5) days after the Effective Date, the following:

(i) copies of all existing and proposed easements, covenants, restrictions, agreements or other documents which affect title to the Property that are actually known by Seller and are not recorded (and, within five (5) days after Purchaser's delivery to Seller of a copy of the Preliminary Report, any such documents that are actually known by Seller that may be recorded, but that are not disclosed by the Preliminary Report) (collectively, "Undisclosed Encumbrances"), including but not limited to any existing above ground or below ground irrigation pipes, water wells, pumps, gas lines, and electrical service lines serving the Property (and if no such documents exist, a written explanation of or map showing the existence of any such items); and

(ii) the most recent survey of the Property, if available. Purchaser shall have the right, at its cost and expense, to obtain a new survey of the Property and/or an update of any survey provided by Seller. Any surveys provided by Seller, together with any new or updated survey obtained by Purchaser, are collectively referred to herein as the "Survey".

Purchaser shall have until ten (10) business days prior to the end of the Due Diligence Period to notify Seller in writing of any objections (the "Title Objections") with respect to the Preliminary Report, Undisclosed Encumbrances and the Survey based on its review thereof. Seller

shall have five (5) business days after receipt of the Title Objections to notify Purchaser in writing that Seller (a) will cause, or (b) elects not to cause, any or all Title Objections disclosed therein to be removed or otherwise cured prior to Closing. Seller's failure to notify Purchaser within such five (5) business day period as to any Title Objections shall be deemed an election by Seller not to remove or otherwise cure such Title Objections. If Seller notifies or is deemed to have notified Purchaser that Seller will not remove or otherwise cure any or all of the Title Objections, Purchaser shall have until the end of the Due Diligence Period to (i) terminate this Agreement, or (ii) waive such Title Objections (failure of Purchaser to provide Seller notice of either (i) or (ii) above shall be deemed a waiver by Purchaser of such Title Objections). Notwithstanding the foregoing, Seller shall in any event be obligated to cure (and cause to either be removed from record or endorsed over, subject to Purchaser's approval thereof) any and all of the following matters: (x) mortgage liens, deed of trust liens, judgement liens or any other monetary lien against the Property, (y) mechanics' liens against the Property, and (z) delinquent liens for real estate taxes and assessments. Purchaser shall have the right, but not the obligation, to pay off any liens against the Property and credit such payments against any Option Consideration due thereafter or the Purchase Price, as applicable. Purchaser may additionally, at any time prior to the Closing, notify Seller in writing (the "Gap Notice") of Purchaser's objection to any title exceptions or Survey matters not created by Purchaser or with Purchaser's prior written consent (A) raised by the Title Company or otherwise disclosed to Purchaser between the expiration of the Due Diligence Period and the Closing and (B) not disclosed by the Title Company or otherwise known to Purchaser prior to the expiration of the Due Diligence Period (the "New Title Matters"). If Purchaser sends a Gap Notice to Seller, Seller shall have five (5) business days after receipt of the Gap Notice to notify Purchaser in writing whether Seller (aa) will cause, or (bb) elects not to cause, any or all of the objections set forth in the Gap Notice to be removed or otherwise cured prior to Closing. Seller's failure to respond in writing to Purchaser's Gap Notice within such five (5) business day period shall be deemed Seller's election not to cause the removal or other cure of the objections set forth in the Gap Notice. If Seller notifies or is deemed to have notified Purchaser (as applicable, "Seller's Notice of Non-Cure") that it elects not to cause the removal or other cure of the objections set forth in the Gap Notice, Purchaser shall have thirty (30) days after Seller's Notice of Non-Cure to either (1) terminate this Agreement or (2) waive the objections set forth in Purchaser's Gap Notice and proceed to the Closing, and Purchaser's failure to terminate or waive shall be deemed to be Purchaser's election to waive and proceed to Closing. If Purchaser terminates this Agreement and any of the New Title Matters were caused or created by Seller in violation of this Agreement, then all Option Consideration previously paid by Purchaser shall be immediately refunded to Purchaser within three (3) business days of such termination. The Closing Date (as defined below) shall be extended as necessary to accommodate the time periods set forth in this Section. Within ten (10) days after receipt of a written request made from time to time by Purchaser, Seller shall execute and deliver to Purchaser any owner's affidavit reasonably requested by any title company or attorney reviewing title to the Property.

(d) Purchaser's review and approval in its sole and absolute discretion, prior to the expiration of the Due Diligence Period, of all aspects of the Property, including, without limitation, all of the Due Diligence Items, and the results of Purchaser's examinations, inspections, testing, and/or investigations of the Property and the Due Diligence Items (collectively, "Purchaser's Due Diligence Investigations"). Purchaser's Due Diligence Investigations may include an examination for the presence or absence of Hazardous Materials (as defined below) on, under or in the Property including, without limitation, the review and approval of any Phase I or Phase II environmental report, geotechnical study, biological study, cultural resource study, wetland study, drainage study and/or plans, improvement plans, building plans, traffic study, water supply assessment study, and crop planting and harvesting schedule which Purchaser may obtain, at its cost, during the Due Diligence Period. In the event Purchaser wishes to conduct a Phase II environmental audit report, at Purchaser's sole cost and expense, Seller agrees to such testing on the Property.

(e) Purchaser's review and approval, in its sole and absolute discretion, prior to the expiration of the Due Diligence Period, of reports by consultants, engineers and/or architects selected by Purchaser to inspect the Property.

(f) Purchaser's review and approval in its sole and absolute discretion, prior to the expiration of the Due Diligence Period, of evidence satisfactory to Purchaser and its legal counsel and consultants that the Property and Purchaser's proposed development thereof complies with all applicable zoning, subdivision, land use, redevelopment, energy, environmental, building and other governmental requirements applicable to the use, maintenance and occupancy of the Property and the proposed development thereof.

(g) Written documentation satisfactory to Purchaser, confirming that all state and local real property and business taxes pertaining to the Property (including, without limitation, all corporate, sales, and withholding taxes) have been paid in full by Seller.

8. Conditions to Closing.

The following conditions are precedent to Purchaser's obligation to acquire the Property and to deliver the balance of the Purchase Price (the "Conditions Precedent"). If any Conditions Precedent are not satisfied as determined by Purchaser in Purchaser's reasonable discretion (except as otherwise provided), Purchaser may elect by written notice to Seller to terminate this Agreement or waive Conditions Precedent. If Purchaser elects to terminate this Agreement, upon such termination, neither party shall have any further rights or obligations hereunder except as otherwise specified in this Agreement.

(a) This Agreement shall not have terminated pursuant to any other provision hereof, including, without limitation, pursuant to Sections 2 or 9.

(b) Purchaser shall have a fully executed agreement for the purchase of power with a power utility company with terms satisfactory to Purchaser, in Purchaser's sole and absolute discretion.

(c) Purchaser shall have determined, in its sole and absolute discretion, that financing can be obtained to purchase the Property and develop a solar powered electric generation and/or associated energy storage facility, including but not limited to electric substations, thereon in an amount and on terms satisfactory to Purchaser, in Purchaser's sole and absolute discretion.

(d) The physical condition of the Property shall be substantially the same on the day of Closing as on the Effective Date, loss by casualty excepted (subject to the provisions of Section 13 below), and free and clear of all personal property, motor homes, junk, trash, sheds and similar property; and, as of the day of the Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which after the Closing could or would materially adversely affect the value of the Property or Purchaser's ability to develop the Property for its intended use, and no proceedings shall be pending or threatened which could or would cause the re-designation or other modification of the zoning classification of the Property or any portion thereof, which after the Closing would materially adversely affect the value of the Property or the ability of Purchaser to develop the Property in the manner contemplated by Purchaser.

(e) All Leases and Service Contracts shall be terminated effective on or before the Closing, and Seller shall deliver exclusive possession of the Property to Purchaser and shall convey good and marketable fee simple title to the Property to Purchaser by good and sufficient warranty deed

in the form of Exhibit C attached hereto (the "Deed") free and clear of all liens and encumbrances and subject to no exceptions other than the following:

(i) Non-delinquent real property taxes and all assessments and unpaid installments thereof which are not delinquent,

(ii) Any other lien, encumbrance, easement or other exception or matter voluntarily imposed or consented to by Purchaser in writing prior to or as of the Closing, and

(iii) All exceptions to title contained or disclosed in the Preliminary Report and Survey other than Title Objections identified (including objections set forth in any Gap Notice) and not thereafter waived by Purchaser.

(f) The Title Company shall be irrevocably and unconditionally committed to issue to Purchaser an ALTA extended coverage owner's policy of title insurance covering the Property, in the full amount of the Purchase Price, subject only to those encumbrances previously approved by Purchaser and containing such endorsements as Purchaser may reasonably request.

(g) All of Seller's representations and warranties contained herein shall be true and correct on the Closing Date.

(h) Seller has delivered into escrow all deliverables required in accordance with Section 10(b) below.

(i) Seller is not otherwise in default of this Agreement.

(j) The Land constitutes a separate legal parcel in accordance with all applicable laws. This legal parcel condition is not subject to waiver by the parties.

(k) Seller is unconditionally committed to grant to Purchaser any Seller's Easement(s) to the extent necessary (as reasonably determined by Purchaser).

9. Remedies.

(a) In the event the sale of the Property is not consummated because of a default under this Agreement on the part of Purchaser, and Purchaser has failed to cure such default within sixty (60) days after Purchaser's receipt of Seller's notice of Purchaser's default, Seller shall retain all Option Consideration previously paid by Purchaser as its sole and exclusive remedy in accordance with Paragraph (c) below, and Seller and Purchaser shall be excused from further performance hereunder.

(b) In the event the sale of the Property is not consummated because of a default by Seller of one or more of the Conditions Precedent contained in Sections 8(d) (only to the extent caused by Seller's acts or omissions and without the prior approval of Purchaser), 8(e), 8(f) (only to the extent caused by Seller's acts or omissions), 8(g), 8(h) and 8(i) under this Agreement (each a "Seller Default"), and Seller has failed to cure such Seller Default within ten (10) business days after Seller's receipt of Purchaser's notice of a Seller Default, Purchaser may elect to do any one of the following: (1) waive the Seller Default and proceed to the Closing (except that the condition in Section 8(j) cannot be waived, and if such condition is not satisfied by the Closing Date Purchaser may elect the remedy in the following subsection (2) at any time prior to such condition being satisfied); (2) terminate this Agreement by delivery of written notice of termination to Seller, whereupon (A) Seller shall immediately return to Purchaser any Option Consideration previously paid by Purchaser, and (B) Seller

shall pay to Purchaser any out-of-pocket title, escrow, legal and inspection fees, costs and expenses actually incurred by Purchaser and any other out-of-pocket fees, costs and expenses actually incurred by Purchaser in connection with the performance of its due diligence review of the Property and investigation as to the feasibility of the Property for its proposed use, including, without limitation, environmental and engineering consultants' fees and expenses, the payment of any non-refundable deposits and application and permit fees, entitlement costs, payments to utility companies, and the negotiation and performance of this Agreement, and neither party shall have any further rights or obligations hereunder except to the extent otherwise specified in this Agreement and except with respect to any other remedy afforded to Purchaser by law or in equity; or (3) continue this Agreement and bring an action for specific performance hereof. In addition, Purchaser may have any and all other rights and remedies that may be afforded at law or in equity.

(c) **LIQUIDATED DAMAGES.** IN THE EVENT PURCHASER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS CONTEMPLATED HEREIN BECAUSE OF A MATERIAL DEFAULT OF THIS AGREEMENT BY PURCHASER, SELLER IS READY, WILLING AND ABLE TO CONSUMMATE THE SALE CONTEMPLATED HEREIN, AND SELLER IS NOT IN DEFAULT UNDER THIS AGREEMENT, SELLER MAY TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO PURCHASER, IN WHICH EVENT PURCHASER AND SELLER HEREBY AGREE THAT THE OPTION CONSIDERATION (TO THE EXTENT PAID TO SELLER) SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT HEREUNDER BY PURCHASER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE, AND THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN ANY SUCH EVENT IS AND SHALL BE AN AMOUNT EQUAL TO THE OPTION CONSIDERATION (TO THE EXTENT PAID TO SELLER); AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), SAID AMOUNT SHALL BE DISBURSED TO SELLER AS THE FULL, AGREED AND LIQUIDATED DAMAGES FOR A BREACH OF THIS AGREEMENT BY PURCHASER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES IN RESPECT OF PURCHASER'S BREACH OF THIS AGREEMENT BEING HEREIN EXPRESSLY WAIVED BY SELLER. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE AMOUNT OF THE OPTION CONSIDERATION (TO THE EXTENT PAID TO SELLER) HAS BEEN AGREED UPON, AFTER NEGOTIATION AND TAKING INTO CONSIDERATION ALL CIRCUMSTANCES EXISTING AS OF THE AGREEMENT DATE, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AS WELL AS THE RELATIONSHIP OF THE SUM TO THE RANGE OF HARM TO SELLER THAT COULD BE ANTICIPATED AND SUCH SUM SHALL BE PAID TO AND RETAINED BY SELLER AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST PURCHASER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT BY PURCHASER UNDER THIS AGREEMENT. IN PLACING THEIR INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION AT THE TIME THIS AGREEMENT WAS MADE.

SELLER INITIALS: ^{DS} AB [] []

PURCHASER INITIALS: ^{Initial} U.

10. Closing and Escrow.

(a) The parties shall conduct an escrow Closing pursuant to this Section 10 on a date to be selected by Purchaser, which date shall be specified in Purchaser's notice exercising the Option pursuant to Section 4, and shall be no less than fifteen (15) days and no more than sixty (60) days after Purchaser delivers such notice, or on such other date as Purchaser and Seller may agree in writing in their sole and absolute discretion (the "Closing Date"). Such date and time may not be extended without the prior written approval of both Seller and Purchaser. In the event the Closing does not occur on or before the Closing Date, the Title Company shall, unless it is notified by both parties to the contrary within five (5) days after the Closing Date, return to the respective party any items previously delivered by such party to the Title Company. Any such return shall not, however, relieve either party of any liability it may have for its wrongful failure to close.

(b) At or before the Closing, Seller shall deliver to the Title Company (for delivery to Purchaser upon the Closing) the following:

(i) a duly executed and acknowledged Deed in the form attached hereto as Exhibit C, a TP-584, and RP-5217;

(ii) all material documents, agreements and correspondence and items relating to the ownership, operation, maintenance or management of the Property;

(iii) if applicable, a duly executed bill of sale agreement transferring title to all of Seller's interest in any personal property located on the Property as of Closing in a form reasonably acceptable to Seller and Purchaser (the "Bill of Sale") (provided, however, that neither the delivery by Seller, nor the acceptance by Purchaser, of this Bill of Sale obviates Seller's obligation to deliver the Property free and clear of all personal property at Closing);

(iv) if applicable, a duly executed assignment and assumption agreement assigning Seller's interest in the Intangible Personal Property in a form reasonably acceptable to Seller and Purchaser (the "Assignment of Intangibles");

(v) evidence that all Service Contracts and Leases have been terminated and any and all documents required by the Title Company to terminate same of record;

(vi) a certificate, dated as of the date of Closing certifying that the representations and warranties set forth in Section 11 are true and correct as of the Closing Date;

(vii) a certificate of non-foreign status in accordance with the requirements of Internal Revenue Code Section 1445, as amended (the "Code");

(viii) such resolutions, authorizations, bylaws or other corporate, company and/or partnership documents relating to Seller as will be required by Title Company or the Purchaser;

(ix) the Seller's Easement(s), if applicable; and

(x) any other customary and/or reasonable closing documents requested by the Title Company or Purchaser, including an owner's affidavit in a form reasonably requested by the Title Company. Purchaser may, in its sole and exclusive discretion, waive compliance on Seller's part under any of the foregoing items by an instrument in writing.

(c) At or before the Closing, Purchaser shall deliver to the Title Company (for delivery to Seller upon the Closing) the following:

- (i) the balance of the Purchase Price in cash or other immediately available funds, subject to prorations and adjustments as set forth herein;
- (ii) if applicable, the Assignment of Intangibles duly executed by Purchaser; and
- (iii) any other customary and/or reasonable closing documents requested by the Title Company.

(d) The following are to be apportioned as of the Closing Date as follows, with Purchaser being deemed to be the owner of the Property during the entire day on which the Closing takes place and being entitled to receive all income of the Property, and being obligated to pay all expenses of the Property, with respect to such day:

(i) Utility Charges. Seller shall be responsible for the cost of all utilities used, if any, prior to the Closing Date.

(ii) Other Apportionments; Closing Costs. Property taxes shall be apportioned as of the Closing Date based on the latest available tax bill. Seller will pay any unpaid real estate taxes and assessments accrued for prior fiscal years. Seller and Purchaser shall each pay one-half (1/2) of any escrow fee charged by the Title Company. Seller shall be responsible to pay for all transfer taxes arising out of the sale of the Property to Purchaser, the TP-584 filing fee, and any costs associated with the recording of any title curatives. Purchaser shall pay sales tax arising out of the sale of any personal property to Purchaser, all costs and expenses incurred in connection with its examination of title to the Property and all premiums charged by the Title Company, the filing fees for the RP-5217, fees incurred with recording the Deed, and the fees to record a mortgage, if any, along with the applicable Mortgage Tax (unless an exemption exists). All other costs and charges of the escrow for the sale not otherwise provided for in this Section 10(d)(ii) or elsewhere in this Agreement shall be allocated in accordance with the applicable closing customs for the county in which the Property is located, as determined by the Title Company. If any of the aforesaid pro-rations cannot be calculated accurately as of the Closing Date, then they shall be calculated as soon after the Closing as feasible. Either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

(iii) Survival. The provisions of this Section 10(d) shall survive the Closing for twelve (12) months.

11. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows:

(a) Seller has not, and as of the Closing, Seller shall not have (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, which remains pending as of such time, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, which remains pending as of such time, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(b) Seller is not, and as of the Closing shall not be, a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and any related regulations.

(c) This Agreement (i) has been duly authorized, executed and delivered by Seller, and (ii) does not, and as of the Closing shall not, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(d) There is no litigation pending or threatened with respect to the Property or the transactions contemplated hereby or that would impair Seller's ability to perform under this Agreement.

(e) There are no violations of any applicable environmental, zoning or land use law, or any other applicable local, state or federal law or regulation relating to the Property, including, without limitation, the Americans with Disabilities Act of 1990 and Seller is not aware of any proposed or pending changes in zoning or proposed relocation, reconfiguration or other change with respect to any street or road affecting the Property, if any.

(f) There are no condemnation proceedings pending or threatened that would result in the taking of any portion of the Property. Seller has not received any written notice of any special assessment proceedings affecting the Property that are not disclosed on the Preliminary Report.

(g) The parties comprising Seller under this Agreement are the sole owners of the Property and Seller holds good and marketable fee simple title to the Property according to laws of the State where the Property is located.

(h) The Land will, [as of the Closing Date,] constitute a separate legal parcel (or separate legal parcels) in accordance with all applicable laws.

(i) Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any fee or ground leasehold interest in any portion of the Property.

(j) The Due Diligence Items and documents delivered to Purchaser pursuant to this Agreement are, or when delivered will be, all of the relevant documents, materials, reports and other items pertaining to the condition and operation of the Property, will be true, correct and complete copies, and will be in full force and effect, without default by any party and without any right of set-off except as disclosed in writing at the time of such delivery.

(k) Seller possesses the full power and authority to sell the Property to Purchaser on the terms and conditions set forth herein and the individuals executing this Agreement on behalf of Seller have the legal power, right and actual authority to bind Seller.

(l) Hazardous Materials have not at any time been generated, used or stored on, or transported to or from, or released or disposed of on the Property in violation of environmental laws and restrictions, and Seller has not used Hazardous Materials on the Property for purposes other than (i) as necessary to operate and maintain the Property and (ii) in compliance with all environmental laws and restrictions. There are not now and never have been any underground storage tanks located on or under the Property and there is no asbestos contained in, forming part of, or contaminating any part of the Property. For the purposes hereof, "Hazardous Materials" shall mean (a) any petroleum or petroleum distillates and products, flammable explosives, radioactive materials, asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls in any concentrations, and radon gas; (b) any chemicals, materials, substances or wastes which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous

wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or words of similar import, under any environmental laws and restrictions; and (c) any other chemical, material, substance, or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental or regulatory authority.

All representations and warranties made by Seller herein or made in writing pursuant to this Agreement shall be deemed to be material, shall be deemed remade as of the Closing and shall survive the execution and delivery of this Agreement and the Closing for a period of twelve (12) months, except the representations made in Section 10(l) above which shall survive the execution and delivery of this Agreement and the Closing indefinitely.

12. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

(a) Purchaser is a duly organized and validly existing limited liability company in good standing under the laws of the State in which it was formed; this Agreement and all documents executed by Purchaser which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed and delivered by Purchaser, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Purchaser is subject.

(b) Purchaser has not, and as of the Closing, Purchaser shall not have (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Purchaser's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Purchaser's assets, which remains pending as of such time, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, which remains pending as of such time, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

All representations and warranties made by Purchaser herein or made in writing pursuant to this Agreement shall be deemed to be material and shall survive the execution and delivery of this Agreement and the Closing for a period of twelve (12) months.

13. Condition of Improvements and Risk of Loss.

(a) Seller agrees that upon delivery of the Deed, the Property (including all Improvements) shall be in the same condition as they are on the Effective Date of this Agreement, reasonable wear and tear excepted.

(b) In the event of any damage to the Property before Closing, such damage may be repaired by and at the cost of Seller prior to the Closing, and if not so repaired, Purchaser may elect to either (i) if such damage materially impacts Purchaser's planned use of the Property, terminate this Agreement and receive a return of any Option Consideration previously paid by Purchaser, or (ii) accept the Property in its damaged condition, and Purchaser shall be entitled to a credit against the Purchase Price in the amount of any insurance proceeds collected by Seller as a result of any such damage to the Property, less any sums reasonably expended by Seller toward the restoration or repair of the Property, and, if all of the proceeds have not been collected as of the Closing, then such proceeds shall be assigned to Purchaser, and Purchaser shall also be entitled to a credit against the Purchase Price in the amount of any deductible or uninsured loss. If Seller fails to maintain adequate insurance or in the event of an uninsured loss, Purchaser shall be entitled to a credit against the Purchase Price in the amount of the uninsured loss. Alternatively, Purchaser shall have all remedies available to it under Section 9(b);

provided, however, Seller shall not be entitled to receipt of any notice of default or opportunity to cure with respect to the failure to maintain adequate insurance or the occurrence of an uninsured loss.

(c) Purchaser shall assume all risk of loss with respect to the Property at 5:00 p.m. Eastern Standard Time on the Closing Date.

14. Access; Indemnity; Possession.

(a) Access. Commencing on the Effective Date and through the Closing Date or the earlier termination of this Agreement, Seller shall, and shall cause Seller's tenants, if any, to afford authorized representatives of Purchaser reasonable access to the Property for purposes of satisfying Purchaser with respect to the representations, warranties and covenants of Seller contained herein and with respect to satisfaction of any Diligence Period Condition or any Condition Precedent, including, without limitation, to conduct Purchaser's Due Diligence Investigations, measurement of meteorological characteristics of the Property which may require the installation of a meteorological station, conducting of geotechnical tests and borings and performing a Phase I or Phase II environmental site assessment of the soils, waters and improvements on the Property. All installations, tests or inspections shall be at Purchaser's expense, and Purchaser shall indemnify and hold Seller harmless from and against any and all costs, claims or damages incurred or suffered by Seller arising from the performance of such tests or inspections; provided this indemnity shall not apply to conditions existing at the Property that are merely discovered by Purchaser or to any act or omission of Seller, its employees, representatives or agents. During the Option Term, at Purchaser's option and with prior notice to Seller, Seller shall (and shall cause Seller's tenants, if any, to) allow Purchaser access to the Property for purposes of controlling the formation of wetlands or wildlife habitat. If this Agreement is terminated for a reason other than a default under this Agreement by Seller, Purchaser shall repair the damage caused by Purchaser's entry onto and/or inspections of the Property to the condition existing prior to Purchaser's entry or inspection; provided, however, the foregoing shall not require Purchaser to repair or remediate any conditions that are merely discovered by Purchaser. The foregoing indemnity shall survive the Closing, or in the event that the Closing does not occur, the termination of this Agreement, in each case, for twelve (12) months.

(b) Seller's Continued Use of Property. During the Option Term, subject to Purchaser's rights set forth in this Agreement, Seller may continue to use or lease the Property. All existing Leases shall be terminated by Seller at its sole cost and expense effective prior to the Closing and Seller shall deliver possession of the Property free and clear of any interests or rights of tenants, licensees, or other occupants in possession. Seller shall (and shall cause Seller's tenants, if any, to) remove all personal property, motor homes, junk, trash, sheds and similar property from the Property on or before the date that is seven (7) days prior to the Closing Date. If Seller fails to remove such property from the Property by such date, and Purchaser chooses to proceed with the Closing, Seller hereby grants all right, title and interest in such property to Purchaser, and Purchaser shall have the right to cause the removal of such property prior to or after the Closing Date without any liability to Purchaser, and shall have the right to deduct the reasonable costs to remove such property from the Purchase Price. Following the Effective Date, Seller shall not renew any existing Lease, enter into any new lease for all or any part of the Property, or agree to or allow any other lien, encumbrance, easement or other exception or matter to affect the Property, title thereto or the Survey (collectively, "New Matter"), without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that if such New Matter would remain in effect after Closing, such consent may be withheld in Purchaser's sole and absolute discretion.

(c) Possession. Possession of the Property shall be delivered to Purchaser at 5:00 p.m. Pacific Standard Time on the Closing Date.

(d) Seller's Indemnity. Seller shall indemnify, defend and hold harmless Purchaser and all of the affiliates of Purchaser and all of their shareholders, partners, members, investors, directors, officers, employees, contractors, agents, successors and assigns (collectively, the "Purchaser Group") from and against all Losses suffered or incurred by any such party arising out of: (i) the inaccuracy or breach of any representations and warranties of Seller hereunder, (ii) the nonfulfillment or nonperformance of any covenant or agreement of Seller hereunder, (iii) the negligence or willful misconduct of Seller or its representatives and agents in the performance of their respective obligations hereunder, (iv) any actions, obligations or liabilities of Seller and all of Seller's affiliates, and each of their respective shareholders, partners, members, investors, directors, officers, employees, contractors, agents, successors and assigns (collectively, "Seller Group") in respect of the Property before the date of the Closing, and (v) any Release on the Property caused or permitted by Seller or the Seller Group. For the purposes hereof, "Losses" means, collectively, losses, liabilities, damages, claims, judgments, orders, penalties, fines, costs or expenses, including reasonable legal, accounting and other expenses. For the purposes hereof, "Release" means any release, discharge, spill or leak of Hazardous Materials in violation of applicable laws.

(e) Purchaser's Indemnity. Purchaser shall indemnify, defend and hold harmless Seller and the Seller Group from and against all Losses suffered or incurred by any such party arising out of: (i) subject to the provisions of Section 9(c), the nonfulfillment or nonperformance of any covenant or agreement of Purchaser hereunder; (ii) the negligence or willful misconduct of Purchaser or its representatives and agents in the performance of their respective obligations hereunder; and (iii) any Release on the Property caused by Purchaser or its representatives and agents.

15. Seller Covenants.

(a) At the time of the Closing, Seller shall cause to be paid in full all obligations under any outstanding written or oral contracts made by Seller for any improvements to the Property, and Seller shall cause to be discharged all mechanics' and materialmen's liens arising from any labor or materials furnished to the Property prior to the time of the Closing.

(b) Between the Effective Date and the Closing, to the extent Seller has any knowledge thereof, Seller shall promptly notify Purchaser of the following items relating to the Property: (i) any condemnation, environmental, zoning or other land-use regulation proceedings; (ii) any notices of violations of any laws; (iii) any litigation relating to the Property or that arises out of the ownership of the Property or affects Seller's ability to perform under this Agreement; and (iv) the termination, modification or default under any Leases or Service Contracts.

(c) Through the Closing Date, Seller shall maintain or cause to be maintained, at Seller's sole cost and expense, all policies of insurance currently in effect with respect to the Property (or comparable replacements thereof) and Seller shall maintain the Property in the same condition existing as of the Effective Date, reasonable wear and tear excepted.

(d) Seller shall also deliver to Purchaser copies of any bills for real estate taxes and personal property taxes and copies of any notices pertaining to real estate taxes or assessments applicable to the Property that are received by Seller after the Effective Date, even if received after Closing. Without limiting Seller's obligation to timely pay all real property taxes and assessments, with respect to any taxes that are delinquent as of the Effective Date or at any future date that Option Consideration is payable by Purchaser, Purchaser shall have the right (but not the obligation) to set off and withhold out of the first Option Payment, any subsequent Option Payments or the Purchase Price balance paid at Closing, the amounts necessary to bring said delinquent real property taxes and

assessments current. Purchaser may pay the delinquent amounts directly to the assessing entity on behalf of Seller. The obligations set forth in this Section 15(d) shall survive the Closing.

(e) Seller shall remove the Property from the market, if listed, and shall not market the Property for sale during the term of this Agreement.

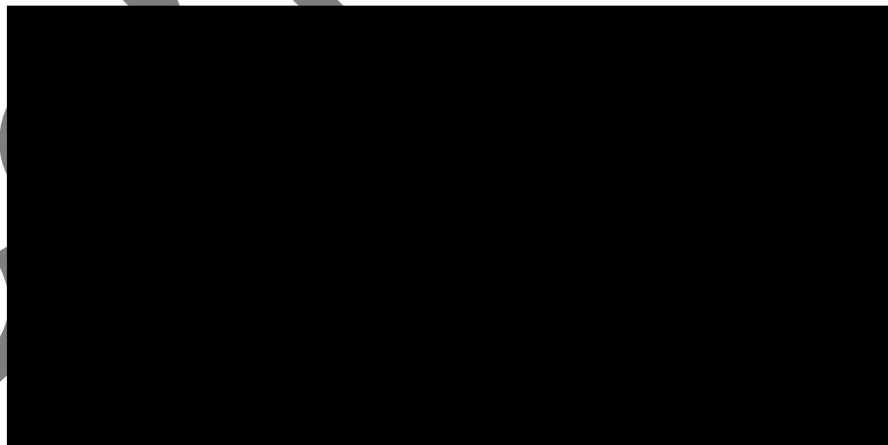
(f) Purchaser shall have the right, at Purchaser's expense, to apply for, change and/or obtain zoning changes, general plan amendments, land use entitlements, planning approvals, permits, tax classifications, property tax exemptions, and subdivision and/or lot line adjustment approvals affecting the Property consistent with Purchaser's intended use of the Property. Seller shall cooperate with Purchaser in Purchaser's efforts to obtain such approvals by executing such documents and taking such actions as are reasonably necessary to obtain such approvals. Seller agrees that it shall not contest, challenge or publicly or privately dispute, verbally or in writing, Purchaser's efforts to obtain any such approvals.

16. Miscellaneous.

(a) Assignment. Except as provided below, Purchaser may assign its rights under this Agreement in its sole discretion with written notice to Seller and the assignee shall assume all of Purchaser's obligations herein and Purchaser shall be deemed released from any liability under this Agreement.

(b) Binding on Successors. This Agreement shall be binding not only upon the parties but also upon their respective heirs, executors, personal representatives, assigns, and other successors in interest.

(c) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery or refusal thereof, (ii) one (1) business day after being deposited with FedEx or another reliable overnight courier service, with receipt acknowledgment requested, (iii) upon receipt if transmitted by e-mail provided received prior to 5:00 p.m. on a business day, otherwise on the next business day, with a copy sent on the same day by one of the other permitted methods of delivery, or (iv) upon receipt or refused delivery after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:



or such other address as either party may from time to time specify in writing to the other.

(d) Brokers and Finders. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein. In the event that any broker or finder makes a claim for a commission or finder's fee based upon any contact, dealings or communication, the party whose conduct is the basis for the broker or finder making its claim shall indemnify, defend and hold harmless the other party against and from any commission, fee, liability, damage, cost and expense, including without limitation attorneys' fees, arising out of or resulting from any such claim. The provisions of this Section 16(d) shall survive the Closing, or in the event that the Closing does not occur, the termination of this Agreement, in each case, for twelve (12) months.

(e) Recording and Subordination. Purchaser may not record this Agreement, but concurrent with the execution hereof, Seller and Purchaser shall execute a memorandum of this Agreement in the form attached hereto as Exhibit D, which Purchaser may record in the real property records of the county in which the Property is located (the "Memorandum"). If this Agreement is terminated, Purchaser agrees to execute and record a termination of the Memorandum in the form attached hereto as Exhibit D-1. Within ten (10) days after receipt of a written request made from time to time by Purchaser, Seller shall obtain from the holder of any mortgage or deed of trust liens or any other monetary lien encumbering the Property a reasonable subordination agreement whereby the holder of such lien agrees that its lien is subordinate to Purchaser's option.

(f) Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Purchaser.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located, without regard to any conflicts of laws provisions thereof.

(h) Merger of Prior Agreements. This Agreement and the exhibits and schedules attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof.

(i) Time of the Essence. Time is of the essence of this Agreement; provided, however, should the date for payment or performance required under this Agreement fall on a non-business day (i.e., Saturday, Sunday or any other day on which national banks in New York State are not open for business), then the date required for payment or performance under this Agreement shall be extended to the first business day following the non-business day on which such payment or performance was required.

(j) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(k) Confidentiality. Seller agrees to maintain in confidence, and not to disclose to any third party, the information contained in this Agreement or pertaining to the sale contemplated hereby, including but not limited to, Option Consideration, Purchase Price, and any information Seller may receive from the Purchaser regarding Purchaser's studies, investigations, operations or planned operations in connection with the Land or on any other lands, or Purchaser's site or project design, methods of operation or methods of construction; provided, however, that Seller, its agents and representatives may disclose such information and data (a) to its accountants, attorneys, and other

advisors in connection with the transactions contemplated by this Agreement (collectively "Representatives") to the extent that such Representatives reasonably need to know such information and data in order to assist, and perform services on behalf of, Seller, but Seller shall remain responsible for its Representatives' compliance with the confidentiality provisions of this Agreement; (b) to the extent required by any applicable statute, law, regulation, governmental authority or court order; and (c) in connection with any litigation that may arise between the parties in connection with the transactions contemplated by this Agreement. The provisions of this Section 16(k) shall survive the Closing, or in the event that the Closing does not occur, the termination of this Agreement. Notwithstanding the provisions of this Section 16(k), the recording of the memorandum of this Agreement as contemplated by Section 16(e) is expressly permitted.

(l) Attorneys' Fees. The prevailing party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

(m) Counterparts and Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signatures required under this Agreement may be transmitted by facsimile or electronic mail and, once received by the party to the Agreement to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

PURCHASER:

NEXAMP FREE HOLDINGS, LLC

Signed by:
By: Chris Clark
60AAD1A510C9447...
Name: Chris Clark
SVP
Its: _____
Date: 7/20/2026

SELLER:

MOREAU INDUSTRIAL PARK, LL:C

DocuSigned by:
By: Alan Oppenheim
534CB9A0AEF9455...
Name: Alan Oppenheim
Its: Member
Date: 7/20/2026