

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into by and between **Clinton Industrial Authority**, an Oklahoma municipal corporation ("**Seller**"), and **42, LLC**, a Texas limited liability company d/b/a 42 Real Estate, LLC and/or assigns ("**Purchaser**").

For and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed and do hereby agree as follows.

1. Purchase and Sale. Subject to the terms, provisions, covenants and conditions herein contained, Purchaser agrees to purchase from Seller and Seller agrees to sell, transfer and convey to Purchaser that certain tract of Property situated in Custer County, Oklahoma, and more particularly described on Exhibit "A" ("**Land**") attached hereto, together with (i) all and singular the rights and appurtenances thereto in any way belonging, including all buildings and fixtures and personal property located thereon, as identified in Exhibit "B" ("**Improvements**"), and without warranty, all right, title and interest of Seller in and to all strips and gores and land, and (ii) any and all development rights, privileges and credits relating to the Land; and any and all air rights; and any and all wind rights in, on or over the Land; and any and all water rights under and on the Land and all utility tap rights currently existing benefitting the Land (collectively the Land and Improvements referred to as the "**Property**").

2. Purchase Price. The purchase price for the Property (the "**Purchase Price**") is \$43,417.50. The entire Purchase Price is payable in immediately available funds at the Closing.

3. Earnest Money.

(a) Within five (5) business days after the date of this Agreement, Purchaser shall deliver to the Title Company (as defined below) the sum of Four Thousand Dollars (\$4,000.00), as an earnest money deposit (the "**Earnest Money**"). The Earnest Money shall be invested by the Title Company (as defined below) in an interest-bearing account for the benefit of Purchaser.

(b) If the sale hereunder is consummated in accordance with the terms hereof, the Earnest Money shall be applied to the Purchase Price to be paid by Purchaser at the Closing. In the event of default hereunder by Purchaser, the Earnest Money shall be applied as provided in this Agreement. In the event this Agreement is terminated by Purchaser in accordance with the terms hereof, the Earnest Money shall be returned to Purchaser as set forth below, except for \$100.00, which shall constitute independent consideration for Seller entering into this Agreement (the "**Option Consideration**") and which shall be released to Seller.

(c) The Title Company, in its capacity as escrow agent, shall have no liability to Purchaser or Seller in connection herewith (other than for the performance of its obligations hereunder), and Purchaser and Seller hereby agree to indemnify, defend and hold the Title Company, in its capacity as escrow agent, harmless for and from any claims, liability or damages resulting from their activities pursuant hereto except if due to the Title Company's negligence or


10/24/23

willful misconduct or non-performance of its obligations hereunder. The Title Company is not responsible for levies by taxing authorities based upon the taxpayer identification number used to establish the interest bearing account. The Title Company has no liability in the event of failure, insolvency, or inability of the depository to pay said funds, or accrued interest upon demand of withdrawal.

4. Title and Survey and Inspections.

(a) Within ten (10) days after the execution hereof, Seller shall furnish Purchaser a current abstract of title certified, at least to the date hereof, showing marketable title to the Property in Seller, subject only to reasonable utility easements and building restrictions of record, if any, covering the Property. Within thirty (30) days from the date the abstract is delivered to Purchaser ("**Examination Period**"), Purchaser shall submit to Seller a Statement of any objections Purchaser has to the status of title. In the event objections are raised to the title by Purchaser, Seller shall have thirty (30) days after receipt of said objections within which to cure such objections and, if requested by Purchaser, to have the same abstracted at Seller's sole cost and expense. No matter shall be construed as a valid objection to title under this Agreement, unless it is so construed under the Real Estate Title Examination Standards of the Oklahoma Bar Association, where applicable. At closing, Seller will pay for a standard title policy of insurance insuring title to Purchaser. Purchaser will pay for any endorsements Purchaser may desire. Linda Williams of Republic Title will be the escrow agent. Republic Title is owned by First American Title Company, a national title insurance company.

In the event Seller is unable or unwilling to comply with or satisfy Purchaser's objections to title, Purchaser shall have the right, at Purchaser's election: (i) to waive such objection or requirement and to proceed to Closing, without any abatement of the Purchase Price, or (ii) to terminate this Agreement, whereupon Purchaser shall receive a full refund of said Earnest Money Deposit. Should Purchaser elect to terminate this Agreement, Purchaser shall do so by giving Seller written notice of the election, whereon this Agreement shall become null and void and of no further force and effect at law and in equity.

(b) Purchaser shall have the right, at Purchaser's sole cost and expense, to have any and all environmental investigation(s), surveys, zoning and/or other applicable land use inquiries, any inspections and/or any investigations as deemed sufficient by Purchaser (collectively "**Property Inspections**") performed on the Property after the execution hereof, including but in no way limited to a "Phase I Environmental Audit". In the event any environmental defects ("**Environmental Defects**") are present in, on or around said Property, or in the event the results of any Property Inspection(s) performed hereunder are deemed unsatisfactory in Purchaser's sole and absolute discretion, Purchaser shall have the right, at Purchaser's election, to terminate this Agreement by delivery of written notice to Seller, whereupon Seller shall immediately return Purchaser's Earnest Money Deposit and this Agreement shall be deemed null, void and of no further force in law, equity or otherwise. The Property Inspections shall commence on the date of this Agreement and end at 11:59 p.m, CST, on the date that is one hundred twenty (120) days after the date of this Agreement, known as the "Inspection Period". Seller will work with Purchaser in good faith to aid Purchaser in Purchaser's efforts to obtain necessary government approvals for Purchaser's project. Seller shall give to Purchaser within ten (10) days of execution of this agreement all of the following that is currently in Seller's files that pertain to the Property:

easements, environmental reports, flood maps, geotechnical reports, tax parcel maps, wetlands studies, and all notices from governmental authorities. Seller will grant Purchaser any easements needed for Purchaser, if needed, across Seller's other land upon Seller's approval of the width, depth and location of the easement.

(c) In the event any exceptions appear in the Commitment or the Property Inspections that are unacceptable to Purchaser's intended use of the Property as a distribution facility to potentially be used 24 hours a day, 7 days a week, 365 days a year, Purchaser may, on or prior to the date that is twenty (20) days prior to the expiration of the Examination Period (as defined below), notify Seller in writing of such fact and the cure it requests therefor ("**Purchaser's Objections**"). The previous sentence does not negate Purchaser's ability to terminate this agreement for any reason at Purchaser's sole discretion. Within ten (10) days following receipt of Purchaser's Objections, Seller shall notify Purchaser in writing if Seller is unable (after satisfying its obligations under paragraph (d) below) to eliminate or modify such unacceptable exceptions to the reasonable satisfaction of Purchaser prior to the Closing Date. If Seller shall so notify Purchaser in writing, or if Seller shall fail to timely respond in writing, Purchaser may terminate this Agreement by notice in writing to Seller prior to the end of the Examination Period, or may accept such title to the Property as Seller can deliver (other than any Mandatory Cure Items) without any reduction in the Purchase Price, with any matters that Seller is unable to eliminate or modify pursuant to this Section (other than any Mandatory Cure Items) becoming Permitted Encumbrances. In the event of such a termination, the parties shall have no further right, obligation or liability hereunder, except to the extent any right, obligation or liability hereunder expressly survives termination of this Agreement, and the Earnest Money shall be returned to Purchaser in accordance with Section 3(b) hereof. Upon the expiration of the Examination Period, if Purchaser has not terminated this Agreement as above provided, (i) Purchaser shall be deemed to have accepted all exceptions to title shown on the Commitment or the Survey, except for (A) those that have been cured or that Seller has agreed to cure, and (B) Mandatory Cure Items (as defined below), and (ii) such exceptions as are accepted or deemed accepted shall be "**Permitted Encumbrances.**"

(d) Notwithstanding anything else contained in this Agreement to the contrary, Seller will be obligated (i) to use its best efforts to satisfy all of Purchaser's Objections, and (ii) to satisfy (A) all matters that consist of liens that secure liquidated sums, and (B) all matters that arose by, through or under Seller on or after the date of this Agreement without the written consent of Purchaser (the matters referred to in clause (ii), collectively, the "**Mandatory Cure Items**").

(e) In the event any new title exceptions are contained in Title Documents, the Survey, or any revisions or supplements thereto delivered to Purchaser after the commencement of the Examination Period, Purchaser will have until the later of (i) the end of the Examination Period, or (ii) five (5) business days after receipt of notice of such new title exception to notify Seller in writing (a "**New Matter Objection Notice**") of its objection to such exception. Purchaser will be deemed to have accepted any new title exceptions (other than a Mandatory Cure Item) to the extent not set forth in a New Matter Objection Notice and delivered to Seller within the period set forth in the preceding sentence. Following Seller's receipt of a New Matter Objection Notice, Seller will have five (5) business days ("**New Matter Cure Period**") to cure the objections set forth in the New Matter Objection Notice. If Seller is unable (after satisfying its obligations under paragraph (d) above) to cure any such objections within the New Matter Cure Period, Purchaser

will have the option (i) to waive such objections, or (ii) to terminate this Agreement and receive a refund of the Earnest Money by notifying Seller of its intention to terminate this Agreement within five (5) business days of receipt of notice of Seller's refusal or inability to cure such objections, or within five (5) business days of the expiration of the New Matter Cure Period without cure of such objections. If Purchaser does not notify Seller of its intention to terminate this Agreement within such time period, it will be deemed to have waived all outstanding and uncured objections.

5. Seller's Representations/Covenants. Seller represents to Purchaser that Seller now has and on the Closing Date (as defined below) Seller will have and will convey to Purchaser good and marketable fee simple title to the Property, subject only to real estate taxes on the Property for the current taxable year and the Permitted Encumbrances. Seller further represents to Purchaser as follows (which representations shall be deemed also made by Seller to Purchaser as of the Closing Date and shall survive the Closing):

(a) There are no parties in possession of any portion of the Property, whether as tenants, licensees or trespassers.

(b) No other person, firm, corporation or other entity has any right or option to acquire the Property or any portion thereof or any interest therein.

(c) There is no pending or, to the best of Seller's knowledge, threatened condemnation or similar proceeding or special assessment affecting the Property, or any part thereof, nor to the best of Seller's knowledge is any such proceeding or assessment contemplated by any Governmental Authority. As used herein, the term "**Governmental Authority**" shall mean the United States, and the state, county and city where the Property is located, and any agency, department, commission, board, bureau or instrumentality of any of them.

(d) To the best of Seller's knowledge, (i) the current condition and use of the Property do not violate any applicable law, statute, ordinance, rule, regulation, order or determination of any Governmental Authority, or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Property ("**Applicable Laws**"), and (ii) the Intended Use would be permitted under Applicable Laws.

(e) To the best of Seller's knowledge, no hazardous substance (defined below) is present on the Property at a level beyond that permitted (or beyond that level that would require reporting, monitoring, removal, or other action) by any Applicable Laws pertaining to health, safety or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("**CERCLA**"), and the Resource Conservation and Recovery Act of 1976, as amended ("**RCRA**") (such Applicable Laws, including CERCLA and RCRA, as they now exist or are hereafter enacted and/or amended, collectively called "**Applicable Environmental Laws**"). Neither the Property nor the Seller is in violation of or subject to any existing, pending or threatened investigation or inquiry by any Governmental Authority or to any remedial obligations under any Applicable Environmental Laws, and this representation would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Property and Seller. Neither Seller, nor, to the best of Seller's knowledge, after due and diligent inquiry, any third party, has used, generated, manufactured, produced, stored

released or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, asbestos, radioactive materials, hazardous waste, toxic substances or related injurious materials (whether injurious by themselves or in combination with other materials) in a manner or at a level that violates any Applicable Environmental Laws. As used in this Agreement, the term "release" shall have the meaning specified in CERCLA; the term "disposal" (or "disposed") shall have the meaning specified in RCRA; and the term "hazardous substance" shall mean: (i) any "hazardous substance" as defined in CERCLA and regulations promulgated thereunder; (ii) any "hazardous waste" as defined in RCRA and regulations promulgated thereunder; (iii) any petroleum product, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under the definition of hazardous substance in CERCLA, as well as natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), and other petroleum products and by-products; (iv) formaldehyde, urea, polychlorinated biphenyls, radon, and "source", "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 et seq.; (v) any material defined as hazardous or toxic under any statute or regulation of the state where the Property is located or any agency thereof; and (vi) any other material or substance that is toxic, ignitable, reactive or corrosive and that is regulated by any Applicable Environmental Law. All terms referred to in clauses (i)-(vi) shall be deemed to include all similar terms used in any Applicable Environmental Laws or regulations thereunder (including by way of example, but not limitation, pollutant, contaminant, toxic substance, discharge and migration), and, to the extent that any Applicable Environmental Laws or regulations thereunder are amended so as to broaden the meaning, or otherwise establish a meaning, for "hazardous substance," "release," or "disposal" (or "disposed"), or any similar terms, that is broader than those specified above, such broader meaning shall apply.

(f) To the best of Seller's knowledge, there are no unpaid charges, debts, liabilities, claims or obligations arising from the occupancy, ownership, use or operation of the Property, that could give rise to any mechanic's or materialmen's or other statutory lien against the Property, or any part thereof, for which Purchaser could or would be responsible.

(g) There are no pending (or, to the best of Seller's knowledge, threatened) litigation or administrative proceedings that could adversely affect title to the Property or any part thereof or the ability of Seller to perform any of its obligations hereunder or the Intended Use of the Property or otherwise affect the Property in any way.

(h) To the best of Seller's knowledge, the Property has never been used as a landfill or as a garbage dump.

(i) Seller is not aware of any zoning restriction that would prevent Purchaser's use of the Property for the Intended Use, and Seller has not received any written notice of any proposed zoning change with respect to the Property.

(j) Water, sanitary sewer, gas, electricity and telecom are all available at the property line of the Land, with no special assessments or assessments for any previous installation of or prior work with respect to any utilities.

(k) The Property is not encumbered by any restrictions that would prohibit or impair use of the Property for the Intended Use.

(l) No fact or condition exists that would result in the termination or impairment of access to the Property from adjoining public or private streets or ways, or that would result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.

(m) The Property will not be subject to any service contracts or other obligations after Closing other than the Permitted Encumbrances.

6. Purchaser's Representations. This Agreement constitutes the legal, valid and binding obligations of Purchaser enforceable in accordance with its terms, subject to laws applicable generally to creditor's rights. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Purchaser is a party or by which Purchaser is bound.

7. Condemnation. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property or any portion thereof, Seller or Purchaser will notify the other of the pendency of such proceedings. In the event of the condemnation of all or any portion of the Property or the sale of all or any portion of the Property in lieu of condemnation prior to the Closing Date, Purchaser shall have the option, to be exercised within ten (10) days after receipt of written notice of such condemnation, of terminating this Agreement or electing to have this Agreement remain in full force and effect. In the event of any such termination, the parties shall have no further right or obligation hereunder, except as otherwise provided in this Agreement, and the Earnest Money shall be returned to Purchaser in accordance with Section 3(b) hereof. In the event that Purchaser elects not to terminate this Agreement, Purchaser shall take title to the Property and shall be entitled to the condemnation proceeds.

8. The Closing. The closing of this transaction (herein called the "Closing") shall take place through an escrow administered by the Title Company (a) on or before the thirtieth (30th) day following the expiration of the Inspection Period, subject to Purchaser's extension right and closing conditions (said date and time herein called the "Closing Date"), or (b) at such other date and time as is mutually acceptable to Seller and Purchaser. At the Closing,

(a) Seller shall prepare and deliver to Purchaser a duly executed and acknowledged Special Warranty deed that has been agreed to by both Seller and Purchaser prior to Closing.

(b) Seller and Purchaser shall each execute closing statements, mutually acceptable to Seller and Purchaser, accurately reflecting the Purchase Price and allocation of expenses and prorations.

(c) Seller shall deliver to Purchaser (if not previously provided) Tax Certificates showing that all property taxes for the Property have been paid for the taxable years prior to the taxable year in which Closing occurs.

(d) If, as of the date of this Agreement, the Land is unplatted, or is part of a larger platted lot, or consists of multiple platted lots, Seller shall record a subdivision plat satisfactory to Purchaser platting the Land as a discrete platted lot (the "Plat").


(e) Seller shall record the Utility Easements (as defined below), if applicable.

(f) Purchaser shall pay to Seller the Purchase Price by wire transfer of immediately available funds or such other form of payment as may be acceptable to Seller.

(g) Purchaser shall be provided with an ALTA form owner's title policy covering the Property, issued by the Title Company in the amount of the Purchase Price, insuring that Purchaser owns marketable title to the Property, subject to no exceptions other than: (i) the Permitted Encumbrances; and (ii) any other exceptions that the Purchaser approves in writing. The cost of the standard policy shall be paid by Seller. The premium for any endorsements requested by Purchaser shall be paid by Purchaser.

(h) General real estate taxes for the Property for the taxable year in which Closing occurs shall be prorated as of the Closing Date; provided, however, that if the Property constitutes only a portion of a tax parcel, the general real estate taxes for the entire tax parcel of which the Property is a part (the "Tax Parcel") for such taxable year shall be allocated between the Property and the rest of the Tax Parcel in proportion to their relative square footages. The portion of such taxes attributable to the Property shall be prorated as of the Closing Date, with Seller being responsible for all such taxes from the first day of such taxable year through the day before Closing, and Purchaser being responsible for such taxes from the Closing Date through the end of such taxable year. Seller shall be responsible for all taxes attributable to the rest of the Tax Parcel (if applicable). If the Closing shall occur before the tax rate is fixed for the taxable year in which Closing occurs, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding taxable year, applied to the latest assessed valuation of the Property or Tax Parcel, as applicable, provided that, if the taxes for the taxable year in which Closing occurs are more or less than the taxes for the preceding taxable year, Seller and Purchaser shall adjust the proration of such taxes and Seller or Purchaser, as the case may be, shall pay to the other any amount required as a result of such adjustment, and this covenant shall not merge with the deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller, and those assessed after the Closing Date shall be paid by Purchaser.

(i) The escrow fee, if any, charged by the Title Company shall be paid one half (1/2) by Seller and one half (1/2) by Purchaser. Seller shall pay for the cost of preparing the deed delivered by Seller to Purchaser hereunder and the costs to release any liens on the Property. Any state and local fees and taxes pertaining to the transfer of the Property or the recording of the deed delivered by Seller to Purchaser hereunder shall be paid by Seller. Each party shall be responsible for the payment of its own attorneys' fees incurred in connection with this Agreement. All other expenses will be paid by the party designated as responsible therefor elsewhere in this Agreement, if applicable. Any expenses not addressed by this Agreement shall be payable by Purchaser.

(j) Sole and exclusive possession of the property shall be given to Purchaser, subject to the Permitted Encumbrances. 

(k) Seller shall deliver to Purchaser a non-foreign certificate required by Section 1445 of the Internal Revenue Code of 1986 and applicable regulations.

(l) Seller and Purchaser shall execute and deliver such other affidavits and documents as shall be reasonably required by the Title Company to consummate the transaction and comply with the requirements hereof.

9. Purchaser's Closing Conditions. Purchaser's obligation to close the purchase of the Property is expressly subject to the satisfaction of the following, any of which may be waived, in whole or in part, in Purchaser's sole discretion until the Closing Date:

- (a) Seller's delivery of all documents required to be delivered by Seller, and the performance of all actions required to be performed by Seller, under Section 9 of this Agreement.
- (b) Confirmation by Purchaser that the applicable local zoning ordinances and regulations will permit operation of the Property for the Intended Use.
- (c) Approval of the site plan and plans and specifications for the Property by all appropriate local governing authorities; if applicable, approval from all applicable governing authorities and utility companies of Purchaser's plan to extend to the property line of the Land all utilities necessary for the Intended Use; and the issuance of a building permit for improvements to be used for the Intended Use.
- (d) Confirmation by Purchaser that development of the Property for the Intended Use will not be restricted, delayed, or made materially more expensive as a result of any laws protecting endangered species, habitat, or wetlands (after taking into account any wetlands mitigation that Seller might be able to provide).
- (e) Purchaser has not discovered any material inaccuracy in any of Seller's representations set forth in this Agreement.
- (f) Seller has not breached any of the terms and conditions of this Agreement.

If any condition is not satisfied or waived, Purchaser may (i) terminate this Agreement and receive a return of the Earnest Money and Extension Payments, less the Option Consideration, even if after expiration of the Examination Period, or (ii) extend the Closing Date until the date that is five (5) business days after all such conditions are satisfied.

10. Remedies. In the event that Seller shall breach this Agreement or fail to consummate this Agreement for any reason, except Purchaser's default or termination of this Agreement by Purchaser pursuant to the terms and provisions hereof, Purchaser shall be entitled to either: (a) seek such relief as may be permitted at law or in equity for Seller's default, including enforcing specific performance; or (b) terminate this Agreement and receive the return of the Earnest Money and the Extension Payments, if any, less the Option Consideration. In the event

that Purchaser should fail to consummate this Agreement for any reason, except Seller's default or the termination of this Agreement by Purchaser pursuant to the terms and provisions hereof, Seller shall be entitled to terminate this Agreement and receive the Earnest Money as liquidated damages as Seller's sole and exclusive remedy hereunder. The parties agree that such sum is a reasonable estimate of Seller's damages and it would be difficult to ascertain Seller's actual damages for Purchaser's default. In the event of termination of this Agreement by Purchaser pursuant to the terms and provisions hereof, the parties shall have no further right or obligation hereunder (except for those that expressly survive termination) and the Earnest Money, less the Option Consideration and any Extension Payments, hereunder shall be repaid to Purchaser in accordance with Section 3(b) of this Agreement.

11. Real Estate Commissions. Each party hereto represents to the other that it has not retained a broker, agent or finder in connection with this Agreement. Each party agrees to indemnify and hold harmless the other party from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party or on its behalf with any other broker, agent or finder in connection with this Agreement or the transaction contemplated hereby.


12. Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) recognized overnight delivery service that provides proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, or (d) electronic mail (if followed by transmittal by personal delivery or recognized overnight delivery service, in either case for delivery on the next business day) addressed as follows:

To Seller:

Clinton Industrial Authority
PO Box 1177
Clinton, OK 73601
Attention: Roland Mower
Email: rolandcmower@gmail.com

To Purchaser:

42 Real Estate, LLC
2030 Main Street, Suite 342
Dallas, Texas 75201
Attention: Scott Rohrman & Ryan Dykstra
Email: sr@42realestate.com & rdykstra@42realestate.com

Notices shall be deemed given on the earliest of (i) when actually delivered, or (ii) when deposited with a recognized overnight delivery service or into a receptacle maintained by the U.S. Postal Service, or (iii) when emailed, if such delivery complies with the requirements set forth above. Notices may be given by an attorney or agent on behalf of the party giving the notice. 

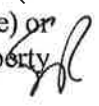
13. Assignment. Purchaser's rights under this Contract are expressly assignable without the consent of Seller.

14. Miscellaneous. The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof. This Agreement embodies the complete agreement between the parties hereto and cannot be varied or terminated except by the written agreement of the parties. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Time is of the essence of this Agreement. In the event any date provided under this Agreement for performance of an obligation or expiration of a time period is a Saturday, Sunday or legal holiday, the obligation shall be performed or the time period shall expire, as the case may be, on the next succeeding business day. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. This Agreement may be separately executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to constitute one and the same Agreement. Seller and Purchaser agree that the delivery of a party's signature by facsimile transmittal or electronic mail delivery will have the same legal effect as the delivery of such party's original signature and shall be binding on such party.

15. Attorney's Fees and Legal Expenses. Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and all court costs in connection with said proceeding.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located.

17. Effective Date. The "**date of this Agreement**" shall be the later of the dates that Seller and Purchaser execute this Agreement.

18. Confidentiality. Purchaser and Seller acknowledge that the financial terms contained in this Agreement will remain confidential between the Purchaser and Seller and their professionals, and no such confidential information will be distributed to any entity or person, except (i) employees and agents of the Purchaser and Seller, (ii) any other party as necessary to facilitate the Closing, including, without limitation, Purchaser's lender, the Title Company and any assignee of Purchaser's rights under this Agreement, and (iii) any prospective tenant to which Purchaser or its assignee may lease the Property. Seller shall not use Purchaser's name or logo (or those of its tenant) in any written materials (subject to the exceptions in the preceding sentence) or issue any press release concerning Purchaser, its tenant, this Agreement, or the sale of the Property without Purchaser's prior written consent, in each instance. 

19. 1031 Exchange.

(a) If one party hereto desires to treat the Property as relinquished property or replacement property as part of a "like kind exchange" under Section 1031 of the Internal Revenue Code (Section 1031), the other party hereto agrees to cooperate with the first party as may be reasonably necessary (such as by executing and delivering typical exchange documents) so that the first party, at its sole cost and expense, may satisfy (or attempt to satisfy) the requirements of Section 1031. In connection therewith, each party agrees that such right of the other party to effectuate a like kind exchange shall include (but not be limited to) the right to assign its rights hereunder to a Qualified Intermediary or an Exchange Accommodation Titleholder as provided in the regulations under Section 1031. Notwithstanding the foregoing:

(i) The cooperating party shall not be required to acquire or sell, as the case may be, any interest whatsoever in any substitute property, it being understood that any such exchange shall be made with a Qualified Intermediary or an Exchange Accommodation Titleholder;

(ii) The cooperating party shall be exculpated from any and all liability in connection with any documentation or transaction it enters into not otherwise required by this Agreement to facilitate such like kind exchange; and

(iii) Such like kind exchange shall not delay the Closing or cause the cooperating party to incur any expense, liability or obligation in cooperating with such exchange.

(b) Seller and Purchaser agree to indemnify and save each other harmless from any and all loss, damage or expense that the other party may suffer or incur in connection with any actions taken beyond those previously set forth in this Agreement because of the tax free exchange hereunder, except for such loss resulting from Purchaser's or Seller's, as the case may be, willful default. The provisions of this Section 20 shall survive the Closing.

20. Surface Waiver This conveyance is also subject to the reservation by Seller of Seller's interest, if any, in (i) all mineral rights under the Property, including but not limited to oil, gas and other minerals, (ii) all subsurface water rights with respect to the Property, and (iii) all rights to grant and convey easements located more than 1,000 feet below the surface of the Land. Notwithstanding the forgoing, Seller shall waive any and all rights of ingress and egress to go on or about or use the surface of the Property for the exploration, production, or development of the retained minerals, and Seller shall agree, in conducting exploration for, and production, processing, transportation, and marketing of the retained minerals, not to use or occupy any portion of the surface of any part of the Property or place any fixtures, equipment, buildings, or structures thereon.

IN WITNESS WHEREOF, this Agreement is executed in multiple originals by Seller and Purchaser effective as of the date of this Agreement.



**SIGNATURE PAGE FOR PURCHASE AND SALE AGREEMENT
BETWEEN
CLINTON INDUSTRIAL AUTHORITY
AND 42 REAL ESTATE, LLC
FOR LOT 4 OF THE COMMERCE INDUSTRIAL CENTER, CLINTON, OK 73601**

SELLER:

CLINTON INDUSTRIAL AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

PURCHASER:

42 LLC d/b/a 42 REAL ESTATE, LLC

By: _____

Scott Rohrman
Manager

Date: _____

10/24/2023



EXHIBIT "A"

Surface and surface rights only to Lot 4 of the Commerce Industrial Center, a part of the NW 1/4 of Section 34, Township 12, Range 17 W.I.M., Custer County, Oklahoma.

