

PURCHASE AGREEMENT
(UN-IMPROVED PROPERTY)

Date: October 6th, 2025

1. **PARTIES:** Community Development Agency of Lexington, Nebraska (“Seller”) agrees to sell and convey to **Stream's Edge Properties, LLC**, an Ohio limited liability company (“Buyer”) and Buyer agrees to buy from Seller the following property described below for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth. As used herein, the “Effective Date” shall be the date on which the last party signed or initialed acceptance of this Purchase Agreement (hereinafter referred to as the "Agreement").
2. **PROPERTY:** The property to be purchased shall be preliminarily described as follows: the approximate 7.53 acres labeled as Tract II on the attached Exhibit “A” at or near the intersection of Heartland Drive and Frontier Street, Lexington, Nebraska, and also shown photographically on “**Exhibit A**” attached hereto. Said property shall include all privileges and appurtenances pertaining thereto including all mineral, oil, gas, hydrocarbon substances, development rights, air rights, water rights, and water stock relating to the Property; all easements and rights of way that are appurtenant to the real property, and any appurtenance, or the operation, use or enjoyment of any of the foregoing; all rights relating to the real property in and to streets, sidewalks, alleys, driveways, parking areas, and adjacent areas used in connection with the real property; any land lying in the bed of any existing or proposed street adjacent to the real property; Seller’s interest in and to all leases or rents, and security deposits relating to the real property; the Seller’s interest in all licenses and permits with respect to the Property; Seller’s interests in all service, maintenance, management or other contracts relating to the ownership or operations of the Property; and, Seller's interest in all warranties or guaranties relating to the Property being sold. All of the above hereinafter collectively called “Property”.
3. **PRICE:** The Purchase Price shall be twenty-three thousand nine hundred and five and 00/100 dollars (\$23,905.00) per acre purchased.

The final Purchase Price shall be based upon a survey showing the actual acreage of the Property multiplied times the amount described herein (hereafter "Purchase Price"). Buyer shall bear the cost of the survey.

The Purchase Price shall be paid by wire transfer at Closing, less the Deposit (as hereinafter defined) and subject to adjustment as provided herein.

4. **EARNEST/DEPOSIT MONEY:** The “Earnest Money” shall equal fifteen thousand dollars (\$15,000.00). Upon execution by all parties to this Agreement, Buyer shall have five (5) business days to deposit said Earnest Money with a title company mutually agreed upon by the parties (“Title Company”). The Title Company shall insure this transaction, as Escrow Agent, who will place funds into the Title Company’s non-interest-bearing Escrow Account (Buyer may, at

Buyer's sole discretion, opt for an interest-bearing account) upon receipt. Said Earnest Money shall be applied to the Purchase Price at the Closing. Upon receipt, the Title Company shall deposit the Earnest Money into its escrow account, as described above, and hold it until the time of closing the transaction or termination of this Agreement. Title Company is absolved from any responsibility to make payment of the Earnest Money to the Seller or Buyer unless the parties enter into a Mutual Release, or a Court issues an Order for payment. If the parties do not mutually consent to the release of the Earnest Money, then they agree that the Title Company may file an interpleader action with a Court regarding disposition of the Earnest Money. The prevailing party in any interpleader proceeding against the other party shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

5. **ADDITIONAL PROVISIONS:**

- a. The Buyer, at its expense, shall have ninety (90) days from the Effective Date of this Agreement (such period being the "Due Diligence Period") to complete any and all due diligence regarding the purchase of the Property, including but not limited to, zoning, environmental testing, financing, structure of Buyer's business affairs, obtaining boring samples in order to confirm that the Property can be utilized in a way that will further the business interest and/or allow Buyer to utilize the Property in a way intended by Buyer, availability of utilities/infrastructure that will allow Buyer to further the business interest and/or allow Buyer to utilize the Property in a way intended by Buyer, and any and all due diligence Buyer may need to perform in order to allow Buyer to confirm that it will be able to utilize the Property in a way that will further its business interest and/or allow Buyer to utilize the property in a way intended by Buyer.

Seller hereby authorizes Buyer to conduct any and all environmental testing Buyer deems necessary (including, but not limited to, Phase I or Phase II environmental testing). Any information received as a result of the environmental testing shall be delivered directly to counsel for Buyer and shall not be disclosed outside of Buyer's attorney client relationship.

Seller shall deliver to Buyer within five (5) days of the Effective Date of this Agreement to the extent in the possession of Seller, any environmental reports, prior surveys, or other similar due diligence materials. Such materials, if any, are delivered without representation or warranty of any kind and shall be relied upon by Buyer at its sole risk.

Upon review and/or receipt of any unsatisfactory due diligence information, to be determined solely by Buyer, Buyer may, at its sole discretion, elect to terminate this Agreement by delivering written notice to Seller prior to expiration of the Due Diligence Period, time being of the essence, and if Buyer so timely terminates the Agreement, Seller shall authorize the Title Company to return Buyer's Earnest Money as outlined above within five (5) business days and both parties thereafter shall be fully released from any and all obligations set forth herein, except for

those liabilities and obligations which expressly survive termination of the Agreement. If Buyer fails to deliver timely written notice of termination, then Buyer shall be deemed satisfied with the Property and to have elected to waive the contingency set forth in this Section 5(a). Buyer shall within five (5) business days of such termination furnish to Seller, copies of all due diligence reports and surveys obtained during the course of the due diligence.

Seller hereby agrees to allow Buyer access, for a reasonable amount of time and at a reasonable time of day, to the Property in order for Buyer to perform any and all due diligence as set forth herein. Notwithstanding the foregoing, Buyer's rights under this Section 5(a) are subject to the following limitations: (i) neither Buyer nor its agents shall damage the Property or any portion thereof; (ii) Buyer shall indemnify, hold harmless and defend Seller against all costs (including reasonable attorneys' fees) and damage to the Property; including crop damage, caused by or arising out of the activities of Buyer or its agents; (iii) except in the event of Seller's negligent act or failure to act, Buyer and Buyer's agents and representatives hereby waive any and all claims against Seller and Seller's agents for any injury to persons or damage to property arising out of any inspections or physical testing of the Property, including but not limited to any damage to the tools and equipment of Buyer and Buyer's representatives and agents, all of which shall be brought onto the Property at the sole risk and responsibility of Buyer and Buyer's representatives and agents; (iv) Buyer shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules regulations, ordinances, and policies in conducting any of its inspections or testing of the Property; and, (v) Buyer agrees to keep the Property free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Buyer or Buyer's representatives or agents in connection with any inspection or testing, and if any such lien shall at any time be filed, Buyer shall cause the same to be discharged of record within thirty (30) days thereafter by satisfying the same (and if Buyer fails to do so Seller may discharge the same at Buyer's expense). The foregoing Buyer obligation shall survive the Closing or termination of this Agreement.

All inspections and other due diligence performed by Buyer shall be completed at Buyer's sole cost and expense.

- b. Seller agrees prior to Closing that Seller will have removed at Seller's expense all items not included in the sale, leaving no debris, trailers, or other items that may be left over from any structures on the Property, including but not limited any containers or tanks, on the Property unless specifically agreed by Buyer to stay with the Property.
- c. To Seller's actual knowledge the Property does not contain any wetlands and is not subject to unrecorded restrictions.

- d. During the Due Diligence Period the parties shall cooperate in drafting a development agreement. The development agreement shall state, among other things, that Buyer shall be permitted 24 months to begin construction. Should Buyer deem it necessary to seek an extension, Seller shall agree so long as Buyer's request is reasonable and Seller reasonably believes that Buyer endeavors to complete the construction.
 - e. In the event Buyer does not develop the Property in keeping with the aforementioned development agreement, then, at Seller's sole option and upon written notice to Buyer, all right, title, and interest in and to the Property shall revert to Seller, free and clear of any liens, claims, or encumbrances, and Buyer shall execute all documents necessary to effectuate this reversion. The Property shall revert to Seller for the same purchase price outlined in this Agreement, less any costs of the reversion which shall be borne by Buyer. Time is of the essence with respect to the development obligations to be set forth in the aforementioned development agreement. This provision shall survive Closing. Further, notice of this reversion shall be filed of record with the Dawson County Register of Deeds.
6. CLOSING: The closing of the sale of the Property hereunder (the "Closing") shall take place via mail escrow through the Title Company, ten (10) days subsequent to the expiration of the Due Diligence Period described above in Paragraph 5 (the date of Closing being the "Closing Date"). However, Seller hereby agrees that if, at any time, Buyer opts to close on the Property prior to the expiration of the Due Diligence Period, upon written notice to Seller, Seller shall be prepared to close on the Property within ten (10) days of said notice, with Buyer waiving any requirement of Seller not then satisfied. The parties hereby agree to exercise reasonable diligence in closing this transaction as soon as possible.
7. POSSESSION: The Possession of the Property shall be delivered to Buyer at Closing.
8. SURVEY: Buyer may order a survey of the Property which may include the current standards for ALTA Surveys and any other additional items, including but not limited to well, septic, water penetration, environmental hazards, electromagnetic fields, wetland inspections, flood plain, property boundary/acreage verification, and any other necessary inspections Buyer deems necessary to further Buyer's intended use of the Property. If Buyer does not deliver to Seller written objection to any items identified on such survey prior to the expiration of the Due Diligence Period (the "Survey Objection Period"), the survey and the Property shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, and during the Survey Objection Period, delivers written notice of any survey objection relating the Property to Seller and the Seller is unable or unwilling to remedy the problem to the Buyer's satisfaction, then Buyer may terminate this Agreement by delivering written notice to Seller within seven

(7) days after Seller notifies Buyer of its inability or unwillingness to remedy the objectionable survey item, time being of the essence, and if Buyer so timely terminates the Agreement, Seller shall authorize the Title Company to return Buyer's Earnest Money as outlined above within five (5) business days and both parties thereafter shall be fully released from any and all obligations set forth herein, except for those liabilities and obligations which expressly survive termination of the Agreement. If Buyer fails to deliver timely written notice of termination, then Buyer shall be deemed satisfied with the survey and the Property and to have elected to waive the contingency set forth in this Section 8. Buyer shall order the survey within ten (10) days following the Effective Date.

9. REAL ESTATE TAXES: The real estate taxes and assessments assessed against the Property for the current year, which may be due and payable at a subsequent time, shall be prorated between the Buyer and the Seller to the day of Closing Date. Real estate taxes and assessments then due and payable on the Property at the Closing Date shall be paid out of the Closing proceeds and deducted from the amount otherwise due the Seller. Sums prorated through the Closing Date not yet due and payable shall be calculated on the basis of the most recent ascertainable assessment and tax rate.
10. INSURANCE AND RISK OF LOSS: Seller shall maintain general liability insurance on the Property through the Closing Date. Seller's insurance shall be canceled as of the Closing Date and Buyer shall provide its own insurance thereafter. Risk of loss by damage to the Property prior to the Closing Date shall be borne by Seller.
11. TITLE: Seller shall convey good and marketable fee simple title to the Property to Buyer pursuant to a recordable statutory form limited warranty deed. "Good and marketable title" as used herein shall mean ownership which, when acquired by Buyer, will be insurable by the Title Company under an ALTA 2021, with extended coverage, title insurance policy, and is free and clear of all liens, encumbrances, and other exceptions to title except the Permitted Title Exceptions as hereinafter defined. Buyer may obtain such endorsements, as it deems advisable, with the additional premiums for said endorsements to be borne by Buyer.

Within ten (10) days after Seller's receipt, Seller shall deliver to Buyer a commitment for an owner's title insurance policy underwritten by the Title Company, together with legible copies of all documents recorded against the Property (the "Commitment"). The cost of the Title Policy shall be equally split between Buyer and Seller. The costs of any endorsements to the Title Policy shall be at Buyer's expense. Seller agrees that Buyer shall have prior to the expiration of the Due Diligence Period, to notify Seller in writing of any objectionable matter or defect which affects the marketability or insurability of the title to the Property or which adversely affects the use of the Property. Seller shall have no obligation to cure any such objectionable matters. In the event, however, Seller does not cure any objectionable matter prior to Closing, then Seller shall not be in default hereunder, but at Buyer's option, Buyer may either (i) take title to the

- Property despite the existence of such matter (in which the objectionable matters shall be deemed waived), or (ii) terminate this Agreement in which event all Earnest Money paid by Buyer shall be immediately (within 5 business days) refunded by the Title Company to Buyer, and neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Contract which shall then become null and void and of no further force or effect, except for those liabilities and obligations which expressly survive termination of the Agreement. Any title exceptions to the Property to which Buyer does not object, or any title exception as to which Buyer waives its objection, are referred to herein as "Permitted Exceptions" or "Permitted Title Exceptions."
12. **PRORATIONS AND SPECIAL ASSESSMENTS:** Interest on any debt assumed or taken subject to, any rents, and all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or Municipal improvements which are not completed as of the date above, but which will result in a lien or charge shall be paid by Buyer.
 13. **SALES EXPENSE:** Seller and Buyer agree that all expenses are to be paid in cash prior to or at the Closing.
 - A. **SELLER'S EXPENSES:** Seller agrees to pay all costs of releasing existing loans and recording the releases; 1/2 of any closing fee; 1/2 the cost of the Title Policy (as hereinafter defined) and any fees associated with the search; Seller's attorney fees; any and all conveyance/transfer fees; and, other expenses stipulated to be paid by the Seller under other provisions of this Agreement or those that are commonly attributable to Seller under local custom.
 - B. **BUYER'S EXPENSES:** Buyer agrees to pay 1/2 of any closing fee; 1/2 the cost of the Title Policy (as hereinafter defined) and any fees associated with the search; Broker's fees as outlined below; Buyer's attorney fees; costs of any endorsements to the Title Policy; and, other expenses stipulated to be paid by the Buyer under other provisions of this Agreement or those that are commonly attributable to Buyer under local custom.
 14. **DEFAULT:** If Buyer defaults in its obligations hereunder, Seller may terminate this Agreement, in which case Seller shall receive the Earnest Money, as liquidated damages and not as a penalty. Seller shall have no other remedy against Buyer, at law or in equity. If Seller defaults in its obligations hereunder, then Buyer as its sole remedies shall have the right to either (a) terminate this Agreement, in which case the Earnest Money shall be returned to Buyer in addition to any costs incurred by Buyer for its due diligence, or alternatively (b) seek specific performance. Buyer shall have no other remedy against Seller, at law or in equity.

15. **ATTORNEY'S FEES:** Any signatory to this Agreement who is the prevailing party in any legal or equitable proceeding against any other signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.
16. **ESCROW:** The Earnest Money is deposited with Title Company with the understanding that Title Company (a) is not a party to this Agreement and does not assume or have any liability for performance or non-performance of any party and (b) before the Title Company has any obligation to disburse the Earnest Money in the event of dispute, the Title Company has the right to require from all Parties a written release of liability of the Title Company, termination of the Agreement and authorization to disburse the Earnest Money.
17. **DUTIES OF BUYER AND SELLER AT CLOSING:**
 - A. At the Closing, Seller shall deliver to Buyer, pursuant to paragraph 11, the following:
 - (1) A duly executed warranty deed.
 - (2) An ALTA 2021 Owner's Policy of Title Insurance (the "Title Policy"), with extended coverage, issued by Title Company in the full amount of the Purchase Price, dated as of Closing, insuring Buyer's fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions, which shall be equally split between Buyer and Seller; the cost of any endorsements to be paid for by Buyer.
 - (3) Furnish evidence of its capacity and authority for the closing of this transaction.
 - (4) Seller agrees to provide Buyer with a certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act; and,
 - (5) Execute all other necessary documents to close this transaction.
 - B. At the Closing, Buyer shall perform the following:
 - (1) Pay the Purchase Price and Buyer's Expenses not paid prior to closing, in the form of a wire transfer.
 - (2) Furnish reasonable evidence of its capacity and authority for the closing of this transaction, if required; and,
 - (3) Execute all other necessary documents to close this transaction.
18. **CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Buyer may, at its option, terminate this Agreement by written notice to Seller within five (5) days at which time Seller authorize Title Company to return Buyer's Earnest Money within five (5) business days and release the parties of any and all obligations set forth herein (except those obligations and liabilities which expressly survive termination), after Buyer is advised of the commencement of condemnation proceedings, or Buyer shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Buyer's election, become the property of Seller and reduce the Purchase Price by the same amount

or shall become the property of Buyer and Purchase Price shall not be reduced.

19. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the Closing shall be borne by Seller. In the event any such damage or destruction is not fully repaired prior to Closing, Buyer, at its option, may either (a) terminate this Agreement, or (b) elect to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
20. **LIKE-KIND EXCHANGE:** Seller and /or Buyer, at any time prior to the Closing Date, may elect to affect a simultaneous or non-simultaneous tax-deferred exchange pursuant to Section 1031, and the regulations pertaining thereto, of the Internal Revenue Code of 1986, as amended. Both parties agree to cooperate with the other in connection with any such exchange in any matter which shall not impose any additional cost or liability upon Buyer or Seller, including without limitation by executing any and all documents, including escrow instructions or agreements consenting to Seller's assignment of its rights and obligations hereunder to exchange entity, which may be necessary to carry out such an exchange; provided, however, that Purchaser shall not be required to take title to any property in order to accommodate Seller in effecting the exchange; and provided further, however, that Seller's election to effect such an exchange shall not delay the Closing Date.
21. **RIGHT TO ASSIGN:** The Buyer shall, with Seller's consent, have the right to assign this Purchase Agreement prior to closing, provided, however, that such assignment shall not release Buyer from the terms and conditions of this Purchase Agreement. Such consent by Seller shall not be unreasonably withheld.
22. **MISCELLANEOUS:**
 - A. Any notice provided under this Purchase Agreement shall be in writing and given to the other party at the party's address stated in this Agreement, or to the party's broker at the broker's principal place of business, or at such other address as a party may designate in a notice. Notice shall be deemed given when: (a) personal service of the notice is made on the party to be notified; (b) the notice is mailed to the party to be notified by means of certified or registered U.S. mail, return receipt requested, postage prepaid; (c) the notice is sent to the party to be notified by express courier such as "Federal Express", "UPS", or such other similar carrier guaranteeing next day delivery; or (d) the notice is sent via facsimile machine or via email to the party to be notified.
 - B. This Agreement shall be construed under and in accordance with the laws of the State of Nebraska.
 - C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns. No assignment by Buyer shall release it from its obligations hereunder.
 - D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- E. Time is of the essence in this Agreement.
 - F. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
 - G. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement.
 - H. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, surveyors, engineers, consultants, environmental inspectors, and contractors. Broker(s) has no responsibility for the performance of any service provider and/or inspector. Buyer and Seller are free to select providers/inspectors other than those referred or recommended to them by Broker(s).
 - I. When the word "Broker" appears, it shall include any salesperson associated with the Broker's firm and one or more of the members of Buyer are real estate brokers.
 - J. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.
 - K. Subsequent to the successful closing of this transaction the provisions of this Agreement shall not survive the closing and delivery of the deed as described herein, except as recited in Paragraphs 5, 22, 24 and 25, which shall survive for 12 months.
23. **CONSULT YOUR ADVISOR:** Buyer and Seller acknowledge they have been advised that, prior to signing this Agreement, they should seek the advice of an attorney for the legal or tax consequences of this Agreement and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist, or other person, with experience in evaluation of the condition of the property, including the possible presence of asbestos, hazardous and/or toxic materials and underground storage tanks.
24. **REPRESENTATIONS AND WARRANTIES OF SELLER:** To induce Buyer to execute this Agreement, Seller represents and warrants to Buyer as follows:
- A. No action, suit, claim, arbitration, litigation, or other proceedings is pending or to the actual knowledge of Seller, threatened against the Property or any part thereof.
 - B. Seller has not received any notification from any governmental agency, authority, or any utility, of any pending or threatened assessments on or against the Property or any part thereof or any proposed increases in the cost of utility services.

- C. Seller will not create, permit, or suffer any lien or other encumbrance to attach to or affect the Property which would survive Closing, other than the lien of non-delinquent real estate taxes, without first notifying Buyer in writing. In no event shall the total value of the liens exceed the Purchase Price.
- D. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be valid and binding upon and enforceable against Seller in accordance with their respective terms, the transaction contemplated hereby will not result in a breach of or constitute a default or permit acceleration of maturity under any mortgage, deed of trust, loan agreement or other agreement to which Seller or the Property is subject or by which Seller or the Property is bound;
- E. Seller has fee simple title to the Property.
- F. Except for Seller, there are no persons in rental possession or occupancy of the Property or any part thereof except for farming activities. If applicable, Seller shall NOT terminate any farm leases prior to consulting with Buyer.
- G. For purposes of this paragraph, "hazardous substance" means any matter giving rise to liability under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601 et seq., or comparable State of Nebraska act, statute, law or regulation, oil, asbestos, petroleum, and radioactive material.
 - (i) To Seller's actual knowledge, there is no pending or threatened litigation or proceedings before any administrative agency in which any person or entity alleges the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment, or disposal at the Property, of any hazardous substance;
 - (ii) Seller has not received any notice of and has no actual knowledge that any governmental authority or any employee or agent thereof has determined, or threatens to determine, that there is a presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment, or disposal at the Property, of any hazardous substance; and
 - (iii) There are no agreements between Seller and any governmental authority or agency (federal, state, or local) or any private entity, including, but not limited to, any prior owners of the Property, relating in any way to the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment, or disposal at the Property, of any hazardous substance.

BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH 24, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, OR ANY OTHER MATTER. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF OF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

25. **BROKERS and COMMISSION:**

- A. Except as specifically set forth in 25(b) hereof, Seller and Buyer each represent and warrant to the other that neither has employed, retained or consulted any broker, agent, or finder in carrying on the negotiations in connection with this Agreement or the purchase and sale referred to herein, and Seller and Buyer shall each indemnify and hold the other harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments and damages (including costs and reasonable attorneys' fees incurred in connection with the enforcement of this indemnity) which may

be asserted or recovered against the indemnified party on account of any brokerage fee, commission or other compensation arising by reason of the indemnitor's breach of this representation and warranty. This subsection 25(a) shall survive the closing or any termination of this Agreement.

- B. Seller and Buyer acknowledge that CSRE Global is acting as representative for Buyer in connection with the sale of the Property by Seller to Buyer. At the Closing, Buyer agrees to pay a brokerage commission/finder's fee to CSRE Global equal 3.0% of the gross sales price at Closing. Such real estate commission/referral fee shall be paid in cash at Closing.
26. Intentionally Left Blank.
27. COUNTERPARTS: This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of this document may be accomplished by electronic PDF file or facsimile reproduction (FAX); if FAX delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.

The parties have executed this Agreement on the dates set forth below, but to be effective as of the Effective Date.

- *Signature Page to Follow* -

Buyer:

STREAM'S EDGE PROPERTIES, LLC

<div><div>Signed by:</div><div></div></div>		<div>10/6/2025</div>
By:	<div><div>9E9C97BCDD0C462...</div>Anthony Rocco, as Authorized Member</div>	<div>Date</div>

Seller:

Community Development Agency of Lexington, Nebraska

<div><div>DocuSigned by:</div><div></div></div>		<div>10/7/2025</div>
By:	<div><div>DB53B7DAB3C9498...</div>Joe Pepplitsch as Executive Director</div>	<div>Date</div>

Exhibit “A” – Description of Property

