

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 01, 2025

LM FUNDING AMERICA, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

001-37605  
(Commission File Number)

47-3844457  
(IRS Employer  
Identification No.)

1200 West Platt Street  
Suite 100  
Tampa, Florida  
(Address of Principal Executive Offices)

33606  
(Zip Code)

Registrant's Telephone Number, Including Area Code: 813 222-8996

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock par value \$0.001 per share	LMFA	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

### **Item 1.01 Entry into a Material Definitive Agreement.**

#### *Asset Purchase Agreement*

On August 1, 2025, LM Funding America, Inc., a Delaware corporation (“LMFA”), through its wholly-owned subsidiary, US Digital Mining Mississippi LLC, a Mississippi limited liability company (the “Company”), entered into an Asset Purchase Agreement (the “Purchase Agreement”) with Greenidge Mississippi LLC, a Mississippi limited liability company (“Seller”).

Pursuant to the Purchase Agreement, subject to the terms and conditions thereof, the Company agreed to acquire the approximate 6.4 acre parcel of real property located at 249 Datco Industrial Road, Columbus, Mississippi 39707 (the “Mississippi Property”), including substantially all of the business assets of the Seller located at the Mississippi Property, comprising of certain contracts, mining equipment (excluding any bitcoin miners) and certain tangible personal property, and certain rights of the Seller relating to the assets being purchased (collectively, with the Mississippi Property, the “Acquired Assets”), free and clear of any liens other than certain specified liabilities of the Seller that are being assumed (collectively, the “Liabilities,” and such acquisition of the Acquired Assets and assumption of the Liabilities, the “Transaction”).

The total consideration to be paid by the Company is approximately \$3,900,000, subject to certain adjustments (the “Purchase Price”). The Purchase Price will be paid as follows: (i) approximately \$195,000 paid into escrow following execution of the Purchase Agreement as a refundable earnest money deposit (the “Deposit”) and disbursed to Seller at the closing, and (ii) approximately \$3,705,000 to paid by the Company to Seller in cash at the closing.

Subject to the satisfaction of closing conditions, the closing of the Transaction is anticipated to occur on or before September 16, 2025, or such other time as mutually agreed by Seller and the Company (such date, the “Closing Date”), and is subject to a due diligence period for the Company, which will expire on the date that is five business days prior to the Closing Date (the “Diligence Period”). The Company may terminate the Purchase Agreement and receive the return of the Deposit at any time in its sole discretion during the Diligence Period.

The Purchase Agreement contains customary representations, warranties and covenants. The Purchase Agreement also contains customary indemnification provisions by the Seller and the Company in favor of one another.

The foregoing description of the Purchase Agreement is qualified by reference to the full text of the Purchase Agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by this reference.

### **Cautionary Statement Regarding Forward Looking Statements**

This Current Report on Form 8-K contains “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995 that are subject to risks and uncertainties and are made pursuant to the safe harbor provisions of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended, and other related federal securities laws. Words such as “anticipate,” “believe,” “estimate,” “expect,” “intend,” “plan,” and “project” and other similar words and expressions are intended to signify forward-looking statements. Forward-looking statements by their nature address matters that are, to different degrees, uncertain, including information regarding (i) the satisfaction of the conditions to the closing of the Transaction, (ii) the expected occurrence of such closing and the timing thereof, and (iii) the expected benefits to the Company and LMFA from the Transaction that may or may not be realized within the expected time periods. Forward-looking statements are based on assumptions as of the time they are made and are subject to risks, uncertainties and other factors that are difficult to predict with regard to timing, extent, likelihood and degree of occurrence, which could cause actual results to differ materially from anticipated results expressed or implied by such forward-looking statements. Such risks, uncertainties and assumptions, include, among others, the due diligence results in connection with the Transaction. LMFA undertakes no obligation to update any such forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law. Further information regarding LMFA’s risk factors is contained in LMFA’s filings with the Securities and Exchange Commission (the “SEC”), including the Form 10-K for the year ended December 31, 2024 and other filings with the SEC. Any forward-looking statement made by LMFA in this Current Report on Form 8-K or the exhibits attached speaks only as of the date on which it is made.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
2.1*	<a href="#">Asset Purchase Agreement, dated as of August 1, 2025, between US Digital Mining Mississippi LLC and Greenidge Mississippi LLC.</a>
104	Cover Page Interactive Data File (embedded within the inline XBRL document)

\* Certain schedules and exhibits have been omitted pursuant to Item 601(b) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished supplementally to the SEC or its staff upon request.

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LM Funding America, Inc.

Date: 08-06-2025

By: /s/ Richard Russell  
Richard Russell, CFO

**ASSET PURCHASE AGREEMENT**

between

**GREENIDGE MISSISSIPPI LLC (AS SELLER)**

and

**US DIGITAL MINING MISSISSIPPI LLC (AS BUYER)**

dated as of

August 1, 2025

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of August [•], 2025 (“**Execution Date**”), is entered into between Greenidge Mississippi LLC, a Delaware limited liability company (“**Seller**”), and US Digital Mining Mississippi LLC, a Mississippi limited liability company (“**Buyer**”).

### RECITALS

WHEREAS, Seller holds the Purchased Assets (hereinafter defined) that it uses in the business of owning and operating a Bitcoin mining hosting facility located on the Real Property (hereinafter defined) located in Columbus, Mississippi (the “**Business**”); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, the Purchased Assets and solely the Assumed Liabilities (as defined herein), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

“**Acquisition Proposal**” is defined in Section 6.03(a).

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; provided, however, that the term “Affiliate” shall not be deemed to include Atlas Holdings LLC or any of its respective portfolio companies (other than Greenidge Generation Holdings Inc. and its wholly-owned subsidiaries) or private investment funds controlled thereby.

“**Agreement**” is defined in the preamble.

“**Allocation Schedule**” is defined in Section 2.08.

“**Ancillary Documents**” means the Bill of Sale, the Assignment and Assumption Agreement, and the other agreements, instruments and documents required to be delivered at the Closing.

“**Assigned Contracts**” is defined in Section 2.01(a).

“**Assignment and Assumption Agreement**” is defined in Section 3.02(a)3.

“**Assumed Liabilities**” is defined in Section 2.03.

“**Bill of Sale**” is defined in Section 3.02(a)2.

“**Business**” is defined in the recitals.

“**Business Day**” means any weekday other than a weekday on which commercial banks located in Tampa, Florida are closed for business.

“**Buyer**” is defined in the preamble.

“**Buyer Closing Certificate**” is defined in Section 7.03(d).

“**Buyer Indemnitees**” is defined in Section 8.02.

“**Closing**” is defined in Section 3.01.

“**Closing Date**” is defined in Section 3.01.

“**CL&W**” means Columbus Light & Water.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Contracts**” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

“**Cure Notice**” is defined in Section 2.11.

“**Deed**” is defined in Section 3.02(a)1.

“**Direct Claim**” is defined in Section 8.05(c).

“**Disclosure Schedules**” means the Disclosure Schedules delivered by Seller prior to the execution and delivery of this Agreement.

“**Dollars or \$**” means the lawful currency of the United States.

“**Due Diligence Period**” is defined in Section 6.02.

“**Earnest Money Deposit**” is defined in Section 2.06.

“**Encumbrance**” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“**Environmental Claim**” means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

“**Environmental Law**” means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes,

without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

“**Environmental Permit**” means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

“**Escrow Agent**” is defined in Section 2.06.

“**Estimated Closing Statement**” has the meaning set forth in Section 2.07(a)1.

“**Estimated Monthly Utilities Amount**” has the meaning set forth in Section 2.07(a)1.

“**Excluded Assets**” is defined in Section 2.02.

“**Excluded Liabilities**” is defined in Section 2.04.

“**Execution Date**” is defined in the preamble.

“**FIRPTA Certificate**” is defined in Section 7.02(o).

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Hazardous Materials**” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

“**Indemnified Party**” is defined in Section 8.05.

“**Indemnifying Party**” is defined in Section 8.05.

“**Insurance Policies**” is defined in Section 4.08.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“**Liabilities**” means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.



**“Losses”** means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided, however, that “Losses” shall not include punitive damages, except to the extent actually awarded to a Governmental Authority or other third party.

**“Material Adverse Effect”** means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the prospects, results of operations, condition (financial or otherwise) or assets of the Business or Seller, (b) the value of the Purchased Assets, or (c) the ability of Seller to consummate the transactions contemplated hereby on a timely basis.

**“Material Contracts”** is defined in Section 4.05(a).

**“MW”** means a megawatt of electrical power.

**“Permits”** means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

**“Permitted Encumbrances”** is defined in Section 4.06.

**“Person”** means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

**“Pre-Closing Tax Period”** means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

**“Purchase Price”** is defined in Section 2.05.

**“Purchased Assets”** is defined in Section 2.01.

**“Real Property”** is defined in Section 2.01(f).

**“Real Property Improvements”** is defined in Section 2.01(b).

**“Release”** means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

**“Representative”** means, with respect to any Person, any and all directors, officers, managers, members, partners, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

**“Seller”** is defined in the preamble.

**“Seller Closing Certificate”** is defined in Section 7.02(h).

**“Seller Indemnitees”** is defined in Section 8.03.

**“Seller’s Knowledge”** means the actual knowledge of Seller after due inquiry and investigation.

**“Site”** means the Real Property.

**“Taxes”** means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium,

property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“**Tax Return**” means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Third Party Claim**” is defined in Section 8.05(a).

“**Title Commitment**” is defined in Section 7.02(o).

“**Title Notice**” is defined in Section 2.11.

“**Title Review**” is defined in Section 2.11.

## ARTICLE II PURCHASE AND SALE

**Section 2.01 Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller’s right, title and interest in, to and under the assets set forth below (the “**Purchased Assets**”), which relate to, or are used or held for use in connection with, the Business:

(a) solely those Contracts set forth on Section 2.01(a) of the Disclosure Schedules (the “**Assigned Contracts**”);

(b) the (i) real property improvements, structures, furniture, fixtures, tangible personal property, machinery, equipment or other items identified on **Exhibit A** and (ii) any and all improvements, structures, furniture, fixtures, machinery, equipment, tangible personal property or other items located on the Real Property or used in connection with the Business as of June 11, 2025, including, but not limited to, (w) any and all bitcoin mining infrastructure improvements, fixtures and assets, which includes but is not limited to servers, cooling systems, cabling, bitcoin miner racks and related equipment, (x) the personal property and equipment located in the trailer located on the Real Property (the “**Trailer**”), (y) the power infrastructure, including but not limited to transformers, and related electrical systems, including but not limited to the property and power infrastructure and that certain 3000KVA transformer previously located on Tract 2 and subsequently moved by Seller as of the date hereof to Tract 1 (each as hereinafter defined) (any and all property referenced in this clause (b) of Section 2.01, collectively, the “**Real Property Improvements**”); provided, however, that the Purchased Assets shall not include any bitcoin miners used or held for use in connection with the Business and the Real Property Improvements;

(c) all rights to any Actions of any nature available to or being pursued by Seller or its Affiliates to the extent related to the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;

(d) all of Seller’s rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets, including those identified on Disclosure Schedule 2.01(d);

(e) the approximately 6.4 acre parcel of real property located at 249 Datco Industrial Road, Columbus, Mississippi 39702 that is denominated as “Tract 1” and legally described in **Exhibit B** attached hereto, together with (i) any and all rights, appurtenances, fixtures and improvements thereto, and (ii) any and all other of Seller’s rights, licenses, permits, easements, and other interests related to the ownership, operation, and/or maintenance of the real property,

improvements and/or the Purchased Assets located on the real property (collectively, the “**Real Property**”); and

(f) any and all of Seller’s rights, licenses, permits, and other interests related to the ownership, operation, and/or maintenance of the Purchased Assets.

The Purchased Assets are being acquired by Buyer for use in Buyer’s digital mining business operations at the Site.

**Section 2.02 Excluded Assets.** The Purchased Assets shall not include any other assets of Seller that are not described in Section 2.01 above, including, for the avoidance of doubt, the Seller Bitcoin Miners (the “**Excluded Assets**”).

**Section 2.03 Assumed Liabilities.** Buyer shall assume and agree to pay, perform and discharge solely those Liabilities of Seller identified in Disclosure Schedule 2.03 attached hereto (collectively, the “**Assumed Liabilities**”), and no other Liabilities. Other than the Assumed Liabilities identified in Disclosure Schedule 2.03, Buyer shall not assume or be responsible for any and all other Liabilities or obligations of Seller and/or a Seller Affiliate (including Greenidge Generation Holdings Inc. and its wholly-owned subsidiaries), of whatever nature, whether known or unknown, absolute or contingent, matured or unmatured, relating to any period on or prior to the Closing Date.

**Section 2.04 Excluded Liabilities.** Notwithstanding the provisions of Section 2.03 or any other provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the “**Excluded Liabilities**”). Seller shall, and shall cause each of its Affiliates to, pay and satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy. Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:

(a) any Liabilities of Seller or its Affiliates arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the Ancillary Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(b) any Liability for (i) Taxes of Seller or its Affiliates relating to the Business, the Purchased Assets or the Assumed Liabilities for any Pre-Closing Tax Period; or (ii) other Taxes of Seller or any of its Affiliates of any kind or description (including any Liability for Taxes of Seller or any of its Affiliates that become a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law);

(c) any Liabilities relating to or arising out of the Excluded Assets;

(d) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such Action relates to such operation on or prior to the Closing Date;

(e) any product Liability or similar claim for injury to a Person or property which arises out of or is based upon any express or implied representation, warranty, agreement or guaranty made by Seller or its Affiliates, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by Seller;

(f) any Liabilities of Seller arising under or in connection with any benefit plan providing benefits to any present or former employee of Seller on or prior to the Closing Date;

(g) any Liabilities of Seller for any present or former employees, officers, directors, retirees, independent contractors or consultants of Seller, or any of its Affiliates, including, without limitation, any Liabilities associated with any claims for wages or other benefits, bonuses, accrued vacation, workers' compensation, severance, retention, termination or other payments on or prior to the Closing Date;

(h) any Environmental Claims, or Liabilities under Environmental Laws, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing or otherwise to the extent arising out of any actions or omissions of Seller or any of its Affiliates;

(i) any trade accounts payable of Seller (i) to the extent not accounted for on Seller's financial statements; (ii) which constitute intercompany payables owing to Affiliates or equity owners of Seller; (iii) which constitute debt, loans or credit facilities to financial institutions; or (iv) which did not arise in the ordinary course of business;

(j) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders;

(k) any Liabilities to indemnify, defend, reimburse or advance amounts to any present or former officer, director, manager, member, partner, stockholder, employee or agent of Seller (including with respect to any breach of fiduciary obligations by same);

(l) any Liabilities under any Contracts (i) which are not validly and effectively assigned to Buyer pursuant to this Agreement; (ii) which do not conform to the representations and warranties with respect thereto contained in this Agreement; or (iii) to the extent such Liabilities arise out of or relate to a breach by Seller or its Affiliates of such Contracts prior to Closing;

(m) any Liabilities associated with debt, loans or credit facilities of Seller and/or the Business owing to financial institutions; and

(n) any Liabilities arising out of, in respect of or in connection with the failure by Seller or any of its Affiliates to comply with any Law or Governmental Order.

**Section 2.05 Purchase Price.** The aggregate purchase price for the Purchased Assets shall be \$3,900,000, subject to adjustment pursuant to Section 2.07 hereof (the "**Purchase Price**"), which shall be paid at Closing by wire transfer of immediately available funds.

**Section 2.06 Earnest Money Deposit.** Within one (1) Business Day of the Execution Date, Buyer shall deliver an earnest money deposit in the amount of \$195,000 (the "**Earnest Money Deposit**") by wire transfer of immediately available funds to a mutually agreed escrow agent in writing prior to the Execution Date (the "**Escrow Agent**"). The remaining ninety percent (95%) of the Purchase Price shall be paid by Buyer to Seller at Closing. The Earnest Money Deposit shall be applied to the Purchase Price on the Closing Date; provided, however, the Earnest Money Deposit shall be entirely refundable to the Buyer during the Due Diligence Period and the Buyer shall have the right in its sole discretion to terminate the Agreement and receive the return of the Earnest Money Deposit at any time during the Due Diligence Period by delivering written notice to the Seller and the Escrow Agent; provided, further, that immediately after the expiration of the Due Diligence Period, the Escrow Agent shall continue to hold the Earnest Money Deposit, which Earnest Money Deposit shall be non-refundable except in the event of a Seller Default, the Buyer is otherwise entitled to receive the return of the Earnest Money Deposit under this Agreement and/or any one or more of the conditions described in Section 7.01 or 7.02 is not fulfilled at or before Closing

**Section 2.07 Purchase Price Adjustment.**

(a) At or before the Closing, Seller shall deliver to Buyer the following document duly executed or otherwise in proper form:

1. Estimated Closing Statement. Not less than five (5) days prior to the Closing, a statement signed by an authorized officer of Seller (the “**Estimated Closing Statement**”) setting forth Seller’s good faith calculation of the prorated amount of the monthly utilities incurred, but not paid by Seller prior to Closing, and attributable to the Business, which will be paid by Buyer after Closing (the “**Estimated Monthly Utilities Amount**”). The Estimated Monthly Utilities Amount shall reduce the Purchase Price payable at the Closing. Seller shall provide Buyer and its Representatives the work papers and other books and records used in preparing the Estimated Closing Statement and reasonable access to appropriate personnel of Seller as Buyer may reasonably request in connection with its review of such Estimated Closing Statement, and Seller will otherwise cooperate reasonably and in good faith with Buyer’s and its Representatives’ review of such Estimated Closing Statement, and shall take into consideration in good faith any reasonable comments of Buyer on the Estimated Closing Statement and the components thereof.

2. Post-Closing Adjustment. Promptly after its receipt of the monthly utility bill after Closing, Buyer shall deliver a copy of the utility bill to Seller. The post-closing adjustment shall be an amount equal to the prorated amount of the actual monthly utilities reflected in the utility bill minus the Estimated Monthly Utilities Amount. If the post-closing adjustment is a positive number, Seller shall pay to Buyer an amount equal to the post-closing adjustment. If the post-closing adjustment is a negative number, Buyer shall pay to Seller an amount equal to the post-closing adjustment.

**Section 2.08 Allocation of Purchase Price**. Seller and Buyer agree that the Purchase Price (plus other relevant items) shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) in accordance with the allocation schedule set forth on Schedule 2.08 (the “**Allocation Schedule**”). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. Buyer and Seller shall file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with the Allocation Schedule. Any adjustments to the Purchase Price pursuant to Section 2.07 herein shall be allocated in a manner consistent with the Allocation Schedule.

**Section 2.09 Withholding Tax**. Buyer shall be entitled to deduct and withhold from the Purchase Price all Taxes that Buyer may be required to deduct and withhold under any provision of Tax Law. Assuming that Seller delivers a completed and executed IRS Form W-9, Buyer acknowledges that no Tax withholding is required as of the date hereof. In the event Seller does not provide Buyer with an IRS Form W-9, Buyer shall provide Seller with written notice of its intent to withhold at least five (5) days prior to the Closing with a written explanation substantiating the requirement to deduct or withhold, and the parties shall use commercially reasonable efforts to cooperate to mitigate or eliminate any such withholding to the maximum extent permitted by Law. All such withheld amounts shall be treated as delivered to Seller hereunder.

**Section 2.10 Third Party Consents**. To the extent that Seller’s rights under any Contract or Permit constituting a Purchased Asset, or any other Purchased Asset, may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer’s rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by law and the Purchased Asset, shall act after the Closing as Buyer’s agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer. Notwithstanding any provision in this Section 2.10 to the contrary, Buyer shall not be deemed to have waived its rights under Section 7.02(d) hereof unless and until Buyer either provides written waivers thereof or elects to proceed to consummate the transactions contemplated by this Agreement at Closing.

**Section 2.11 Title to Real Property; Title Review and Cure.** Seller shall provide, at Closing, a special warranty deed conveying good and marketable title to Real Property to Buyer subject only to the Permitted Encumbrances. Without limiting the foregoing, Seller shall prior to or at Closing, satisfy all outstanding mortgages, deeds of trust, special liens and other monetary encumbrances affecting the Property. Seller and Buyer, as they may agree, and at Seller's sole cost and expense, shall obtain, within 10 days after the Execution Date, a commitment for title insurance for the Real Property issued by a national title insurance company (the "**Title Commitment**") committing to insure that (i) fee simple title is vested in Seller; (ii) title is good and marketable of record; (iii) title is free of all liens, encumbrances, easements, restrictions, claims of title, leases, adverse possession, condemnation and other matters, except those matters exceptions listed on Schedule B-II of the Title Commitment and (iv) the Real Property has access to a public right of way, either directly or by means of a recorded easement. Buyer shall notify Seller in writing (the "**Title Notice**") within five (5) business days after last to be received by Buyer of the Title Commitment, including all documents referred to in the Title Commitment, which exceptions to title, if any, will not be accepted by Buyer (the "**Title Review Period**"). If Buyer fails to notify Seller in writing of its disapproval of any exceptions to title prior to the expiration of the Title Review Period, any exception not objected to by the Buyer shall be deemed a Permitted Encumbrance. Seller shall notify Buyer in writing within five (5) Business Days after its receipt of the Title Notice, indicating which objections to title Seller will cure, if any (the "**Cure Notice**"). If Seller fails to deliver the Cure Notice to Buyer, Seller shall be deemed to have elected not to cure any of the objections specified in the Title Notice at or prior to Closing. Seller shall have no obligation to cure Buyer's title objections. Buyer shall have until the earlier of (i) five (5) Business Days after delivery of the Cure Notice or the date by which Seller has been deemed to have elected not to cure any title objections or (ii) the expiration of the Due Diligence Period to provide Seller with written notice that either (A) Buyer waives the objections that Seller has not agreed to cure (whereby such exceptions shall be deemed Permitted Encumbrances); or (B) Buyer elects to terminate this Agreement in which event Buyer shall receive a prompt refund of the Earnest Money Deposit and neither party hereto shall have any further obligations hereunder except for any indemnity provisions or other provisions of this Agreement that specifically survive the termination of this Agreement. If Seller does not receive such a notice from Buyer then Buyer shall be deemed to have elected option (A) above. During the Due Diligence Period, the Buyer, at Buyer's expense, shall have the right but not the obligation to obtain a survey ("**Survey**") of the Real Property, to be prepared by a qualified surveyor including the location of all boundaries, improvements, structures, easements, and rights of way, and all exceptions listed in the Title Commitment. Buyer shall notify Seller in writing (the "**Survey Notice**") within five (5) business days after the Buyer's receipt of a final, certified and sealed Survey of encumbrances, encroachments or other matters identified on the Survey ("**Survey Matters**") that will not be accepted by Buyer (the "**Survey Review Period**"). If Buyer fails to notify Seller in writing of its disapproval of any Survey Matters prior to the expiration of the Survey Review Period, any Survey Matter not objected to by the Buyer shall be deemed a Permitted Encumbrance. Seller shall notify Buyer in writing within five (5) Business Days after its receipt of the Survey Notice, indicating which objections to Survey Matters Seller will cure, if any (the "**Cure Notice**"). If Seller fails to deliver the Cure Notice to Buyer, Seller shall be deemed to have elected not to cure any of the objections specified in the Survey Notice at or prior to Closing. Seller shall have no obligation to cure Buyer's Survey Matter objections. Buyer shall have until the earlier of (i) five (5) Business Days after delivery of the Cure Notice or the date by which Seller has been deemed to have elected not to cure any title objections or (ii) the expiration of the Due Diligence Period to provide Seller with written notice that either (A) Buyer waives the objections to the Survey Matters that Seller has not agreed to cure (whereby such Survey Matters shall be deemed Permitted Encumbrances); or (B) Buyer elects to terminate this Agreement in which event Buyer shall receive a prompt refund of the Earnest Money Deposit and neither party hereto shall have any further obligations hereunder except for any indemnity provisions or other provisions of this Agreement that specifically survive the termination of this Agreement. If Seller does not receive such a notice from Buyer then Buyer shall be deemed to have elected option (A) above for any Buyer objections to encroachments, encumbrances or other matters identified on the Survey.

### **ARTICLE III CLOSING**

**Section 3.01 Closing.** Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place remotely by exchange of documents and signatures (or their electronic counterparts) by delivery to the Escrow Agent (as title and closing agent for the transaction) on or before September 16, 2025, or at such other time, date or place as the parties mutually agree upon in writing. The date on which the Closing occurs is herein referred to as the "**Closing Date**".

### Section 3.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

1. an original executed special warranty deed in form and substance satisfactory to Buyer (the “**Deed**”) and duly executed by Seller, conveying to Buyer good, marketable and indefeasible fee simple title to the Real Property, subject only to the Permitted Encumbrances; provided, that Buyer and Escrow Agent agree that the final form of the Deed is acceptable to issue an Owner’s Title Policy to the Buyer subject solely to the Permitted Encumbrances (the “Owner’s Title Policy”).
2. a bill of sale in form and substance satisfactory to Buyer (the “**Bill of Sale**”) and duly executed by Seller, transferring the Real Property Improvements included in the Purchased Assets to Buyer;
3. an assignment and assumption agreement in form and substance satisfactory to Buyer (the “**Assignment and Assumption Agreement**”) and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Assigned Contracts;
4. the Seller Closing Certificate;
5. the FIRPTA Certificate;
6. the certificates of the manager or officer of Seller required by Section 7.02(i) and Section 7.02(j); and
7. such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

(b) At the Closing, Buyer shall deliver to Seller the following:

1. the Purchase Price;
2. the Assignment and Assumption Agreement duly executed by Buyer;
3. the Buyer Closing Certificate;
4. the certificates of the manager or officer of Buyer required by Section 7.03(e) and Section 7.03(f); and
5. such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Seller, as may be required to give effect to this Agreement.

**Section 3.03 Closing Costs and Expenses.** At Closing, Buyer shall pay the cost of recording the deed of conveyance and any endorsements to the Owner’s Title Policy requested by Buyer. The title premium for the Owner’s Title Insurance Policy and the cost of the Title Commitment shall be paid by Seller. Each party shall bear the recording costs of any other instruments received or required by that party, and Seller shall pay the recording costs on documents necessary to clear title at Closing. The parties shall pay their respective attorney fees. All Taxes, rents, utility and other assessments shall be prorated between the parties as of the date of Closing, unless the parties otherwise agree.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, Seller represents and warrants to Buyer that the statements contained in this Article IV are true and correct as of the Execution Date and shall be true and correct as of the Closing Date as though repeated at Closing.

**Section 4.01 Organization and Qualification of Seller.** Seller is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has full limited liability company power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary.

**Section 4.02 Authority of Seller.** Seller has full limited liability company power and authority to enter into this Agreement and the Ancillary Documents to which Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any Ancillary Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms. When each Ancillary Document to which Seller is or will be a party has been duly executed and delivered by Seller (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of Seller enforceable against it in accordance with its terms.

**Section 4.03 No Conflicts; Consents.** The execution, delivery and performance by Seller of this Agreement and the Ancillary Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of formation, company agreement or other organizational documents of Seller; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Business or the Purchased Assets; (c) except as set forth in Section 4.03(c) of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract or Permit to which Seller is a party or by which Seller or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract); or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on the Purchased Assets. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement or any of the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby.

**Section 4.04 Absence of Certain Changes, Events and Conditions.** The Purchased Assets are free and clear of Encumbrances other than the Permitted Encumbrances. Without limiting the foregoing, since June 11, 2025, Seller has not caused the imposition of any Encumbrance (other than Permitted Encumbrances) upon any of the Purchased Assets, and Seller has operated the Business in the ordinary course of business in all material respects and there has not been any change, event, condition or development that is materially adverse to: (a) the business, results of operations, financial condition or assets of the Business, taken as a whole; or (b) the ability of Seller to consummate the transactions contemplated hereby.

**Section 4.05 Material Contracts.**

(a) Section 4.05(a) of the Disclosure Schedules lists (and is subdivided in accordance with the subdivisions of this Section 4.05(a)) each of the following Contracts (x) by which any of the Purchased Assets are bound or affected or (y) to which Seller is a party or by which it is bound in connection with the Business or the Purchased Assets (such Contracts, together with all Contracts



concerning the occupancy, management or operation of any real property utilized in the Business (including without limitation, brokerage contracts) being “**Material Contracts**”):

1. all Contracts involving aggregate consideration in excess of \$50,000 and which, in each case, cannot be cancelled without penalty or without more than 30 days’ notice;
2. all Contracts that require Seller to purchase or sell a stated portion of the requirements or outputs of the Business or that contain “take or pay” provisions;
3. all Contracts that provide for the indemnification of any Person or the assumption of any Tax, environmental or other Liability of any Person;
4. each written warranty, guaranty and/or other similar undertaking with respect to contractual performance extended by Seller other than in the ordinary course of business;
5. all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);
6. all broker, distributor, dealer, manufacturer’s representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts;
7. all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) and which are not cancellable without material penalty or without more than 30 days’ notice;
8. except for Contracts relating to trade receivables, all Contracts relating to indebtedness (including, without limitation, guarantees);
9. all Contracts with any Governmental Authority;
10. all Contracts that limit or purport to limit compete in any line of business or with any Person or in any geographic area or during any period of time;
11. all joint venture, partnership or similar Contracts;
12. all Contracts for the sale of any of the Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Purchased Assets;
13. all powers of attorney with respect to the Business or any Purchased Asset;
14. all master services agreements under which Seller receives services in connection with the Purchased Assets or the operation of the Business; and
15. all other Contracts that are material to the Purchased Assets or the operation of the Business and not previously disclosed pursuant to this Section 4.05.

(b) Each Material Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. Neither Seller nor its Affiliates are in breach of or default under (or is alleged to be in breach of or default under), except for such breaches or defaults that would not have a Material Adverse Effect. There are no disputes pending or threatened in writing under any Assigned Contracts.

(c) Notwithstanding anything to the contrary in this Agreement, the Buyer is assuming solely the Assumed Liabilities. Buyer shall not assume or be responsible for any and all other liabilities or obligations of Seller or any Affiliate under any Material Contracts except for the liabilities and obligations under the Assigned Contracts that arise after Closing.

**Section 4.06 Title to Purchased Assets.** Seller has good and valid title to all of the Purchased Assets, including but not limited to good and marketable title to the Real Property. The Seller does not have a leasehold interest in any of the Purchased Assets except for the lease, dated February 19, 2025, between the Seller and Satellite Shelters, Inc. for the Seller's lease of the Trailer located on the Real Property (the "**Trailer Lease**"). The Purchased Assets are free and clear of Encumbrances except for the following (collectively referred to as "**Permitted Encumbrances**"):

(a) the Real Property Permitted Encumbrances identified in Section 2.11.

(b) liens for Taxes not yet due and payable; and

(c) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereinafter in effect relating to the Real Property.

**Section 4.07 Condition of Assets.** The buildings, plants, structures, furniture, fixtures, machinery, equipment, and other items of Real Property Improvements included in the Purchased Assets are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, and other items of Real Property Improvements is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. Seller has performed reasonable and prudent maintenance on all machinery, equipment, and other items of Real Property Improvements included in the Purchased Assets on a regular and reasonable basis.

**Section 4.08 Insurance.** Section 4.08 of the Disclosure Schedules sets forth (a) a true and complete list of all current policies or binders of fire, liability, builders' risk, professional liability, environmental liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Seller or its Affiliates and relating to the Business, the Purchased Assets or the Assumed Liabilities (collectively, the "**Insurance Policies**"); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Seller. There are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Seller has given notice to the applicable insurer of all claims arising that might have been insured under any Insurance Policy. Neither Seller nor any of its Affiliates has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if not yet due, accrued. All such Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Business and are sufficient for compliance with all applicable Laws and Contracts to which Seller is a party or by which it is bound.

**Section 4.09 Legal Proceedings; Governmental Orders.**

(a) There are no Actions pending or, to Seller's Knowledge, threatened against or by Seller (i) relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities; or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To Seller's Knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting the Business and/or the Purchased Assets.

#### **Section 4.10 Compliance With Laws; Permits.**

(a) To Seller's Knowledge, Seller has complied, and is now complying, with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, except where the failure to be in compliance would not have a Material Adverse Effect.

(b) All Permits required for Seller to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by Seller and are valid and in full force and effect. . All fees and charges with respect to such Permits have been paid in full. Section 4.10(b) of the Disclosure Schedules lists all current Permits issued to Seller which are related to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, including the names of the Permits and their respective dates of issuance and expiration. To Seller's Knowledge, no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Section 4.10(b) of the Disclosure Schedules.

(c) The Buyer's ownership and use of the Purchased Assets on the Real Property on and after the Closing Date and the Parcel Split (hereinafter defined) shall be in compliance with all Laws and Permits.

**Section 4.11 Environmental Matters.** To Seller's Knowledge, the operations of Seller and its Affiliates with respect to the Business and the Purchased Assets are currently and have been in compliance with all Environmental Laws. Neither Seller nor its Affiliates have received from any Person, with respect to the Business, the Site, or the Purchased Assets, any notice related to any breach of any Environmental Laws, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date. To Seller's knowledge there has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the Business or the Purchased Assets or any real property currently or formerly owned, leased or operated by Seller or its Affiliates in connection with the Business.

#### **Section 4.12 Taxes.**

(a) All Tax Returns required to be filed by Seller for any Pre-Closing Tax Period have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all respects. All Taxes due and owing by Seller (whether or not shown on any Tax Return) have been, or will be, timely paid.

(b) Seller has withheld and timely paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

(c) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller. Seller currently is not the beneficiary of any extension of time within which to file any Tax Return.

(d) No claim has ever been made or is expected to be made by any Governmental Authority in a jurisdiction where Seller does not file Tax Returns that it is or may be subject to taxation by that jurisdiction.

(e) All deficiencies asserted, or assessments made, against Seller as a result of any examinations by any taxing authority have been fully paid.

(f) Seller is not a party to any Action by any taxing authority, and there are no pending or, to Seller's Knowledge, threatened Actions by any taxing authority.

(g) There are no Encumbrances for Taxes upon any of the Purchased Assets nor is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets (other than for current Taxes not yet due and payable).

(h) Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

(i) None of the Purchased Assets is (i) required to be treated as being owned by another person pursuant to the so-called "safe harbor lease" provisions of former Section 168(f)(8) of the Internal Revenue Code of 1954, as amended, (ii) subject to Section 168(g)(1)(A) of the Code, or (iii) subject to a disqualified leaseback or long-term agreement as defined in Section 467 of the Code.

(j) None of the Purchased Assets is tax-exempt use property within the meaning of Section 168(h) of the Code.

(k) Buyer and Seller shall prorate as of the Closing Date any amounts with respect to (i) ad valorem Taxes on the Assets and (ii) property Taxes on the Assets, including Taxes on the Real Property. Payments for ad valorem property Taxes shall initially be determined based on the previous year's Taxes and shall later be adjusted to reflect the current year's Taxes when the Tax bills are finally rendered.

**Section 4.13 Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any Ancillary Document based upon arrangements made by or on behalf of Seller.

**Section 4.14 No Other Representations and Warranties.** Except for the representations and warranties contained in this Agreement including this Agreement Article IV (including the related portions of the Disclosure Schedules), and any representations or warranties to be contained in the documents delivered at Closing, Seller has not made, and does not make, any other express or implied representation or warranty regarding the Business or the Purchased Assets and the Purchased Assets are sold in an "AS IS, WHERE IS" condition, without warranties, either express or implied, as to its or their condition, profitability, functionality or suitability for any purposes.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller that the statements contained in this ARTICLE V are true and correct as of the Execution Date and shall be true and correct as of the Closing Date as though repeated at Closing.

**Section 5.01 Organization of Buyer.** Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Mississippi.

**Section 5.02 Authority of Buyer.** Buyer has full limited liability company power and authority to enter into this Agreement and the Ancillary Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any Ancillary Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite limited liability company action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this

Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms. When each Ancillary Document to which Buyer is or will be a party has been duly executed and delivered by Buyer (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of Buyer enforceable against it in accordance with its terms.

**Section 5.03 No Conflicts; Consents.** The execution, delivery and performance by Buyer of this Agreement and the Ancillary Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of formation, operating agreement or other organizational documents of Buyer; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice or other action by any Person under any Contract to which Buyer is a party. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby.

**Section 5.04 Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any Ancillary Document based upon arrangements made by or on behalf of Buyer.

**Section 5.05 Available Funds.** Buyer has sufficient funds available to consummate the transactions contemplated by this Agreement.

## **ARTICLE VI COVENANTS**

**Section 6.01 Conduct of Business Prior to the Closing.** From the Execution Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld or delayed), Seller shall, and it shall cause each of its Affiliates to, (x) conduct the Business in the ordinary course of business consistent with past practice; and (y) use reasonable best efforts to maintain and preserve intact its current Business organization, operations and franchise and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having relationships with the Business. Without limiting the foregoing, from the Execution Date until the Closing Date, Seller shall, and it shall cause each of its Affiliates to:

- (a) preserve and maintain all Permits required for the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets;
- (b) pay the debts, Taxes and other obligations of the Business when due;
- (c) maintain the properties and assets included in the Purchased Assets in the same condition as they were on the Execution Date;
- (d) continue in full force and effect without modification all Insurance Policies, except as required by applicable Law;
- (e) defend and protect the properties and assets included in the Purchased Assets from infringement or usurpation;
- (f) perform all of its obligations under all Assigned Contracts;
- (g) perform all of its obligations under the Ground Lease;
- (h) cooperate in all respects with Buyer's due diligence and inspections of the Site;
- (i) maintain the books and records in accordance with past practice;

- (j) comply with all Laws applicable to the conduct of the Business or the ownership and use of the Purchased Assets;
- (k) not take or permit any action that would cause any of the changes, events or conditions described in Section 4.04 to occur; and
- (l) not take any action, or fail to take any action, that would result in an Encumbrance of any kind to be recorded against the Site, or that would cause a material adverse change to the condition of the Site.

**Section 6.02 Due Diligence Period; Access to Information.** From the Execution Date until the date that is 5 Business Days before the Closing Date (such period, the “**Due Diligence Period**”), Seller shall (a) afford Buyer and its Representatives full and free access to and the right to inspect the Site, properties, assets, premises, books and records, Contracts and other documents and data related to the Business and the Purchased Assets; (b) furnish Buyer and its Representatives with such financial, operating and other data and information related to the Business as Buyer or any of its Representatives may reasonably request; and (c) instruct the Representatives of Seller to cooperate with Buyer in its investigation of the Business and the Purchased Assets; provided, however, that any such investigation shall be conducted during normal business hours upon reasonable advance notice to Seller and in such a manner as not to materially interfere with the conduct of the Business or any other businesses of Seller. Without limiting the foregoing, Seller, and any applicable Affiliates shall permit Buyer and its Representatives to conduct environmental due diligence of any real property on which Seller conducts its business, including the collecting and analysis of samples of indoor or outdoor air, surface water, groundwater or surface or subsurface land on, at, in, under or from the applicable surface real property. The Seller acknowledges and agrees that during the Due Diligence Period, the Buyer will need to conduct tests to perform necessary due diligence. Buyer shall endeavor to perform such tests during the Seller’s daily curtailment window. No investigation by Buyer or other information received by Buyer shall operate as a waiver of or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement. Seller represents that, as of the Execution Date, Seller has delivered to Buyer copies of all utility interconnection agreements, employment contracts, power contracts, environmental and zoning compliance letters, existing infrastructure information, operating permits, equipment agreements (if any), title matters, and third-party agreements affecting the Purchased Assets in its possession or control (“**Due Diligence Documents**”). Prior to the Execution Date, the Seller shall deliver to Buyer copies of any additional due diligence documents relating to the Business and/or the Purchased Assets including site control documents, any additional third party agreements, any agreement for the storage container on the Site, the AT&T contract, any construction and engineering documents, Foreman hashrate documents and reports, uptime reports for the prior 12 months within its possession or control, maintenance or repair logs and any instruction manuals for the Purchased Assets. Buyer shall indemnify and hold Seller harmless for and from all costs, claims, damages or liability of any kind resulting from all acts or omissions of Buyer, its contractors, employees or agents arising out of or relating to the exercise of the right of entry in connection with the Due Diligence Period, which indemnification shall survive for thirty (30) calendar days following the later of (a) the expiration or termination of this Agreement or (b) the Closing Date.

**Section 6.03 No Solicitation of Other Bids.** From the Execution Date until the Closing:

- (a) Seller shall not, and shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Seller shall immediately cease and cause to be terminated and shall cause its Affiliates and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, “**Acquisition Proposal**” means any inquiry, proposal or offer from any Person (other than Buyer or any of its Affiliates) relating to the direct or indirect disposition, whether by sale, merger or otherwise, of all or any portion of the Business or the Purchased Assets, including by sale of company interests in Seller, but shall not include any inquiry, proposal or offer from any Person .

(b) In addition to the other obligations under this Section 6.03, Seller shall promptly (and in any event within two (2) Business Days after receipt thereof by Seller or its Representatives) advise Buyer orally and in writing of any Acquisition Proposal, any request for information with respect to any Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal, the material terms and conditions of such request, Acquisition Proposal or inquiry, and the identity of the Person making the same.

(c) Seller agrees that the rights and remedies for noncompliance with this Section 6.03 shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Buyer and that money damages would not provide an adequate remedy to Buyer.

#### **Section 6.04 Notice of Certain Events.**

(a) From the Execution Date until the Closing, Seller shall promptly notify Buyer in writing of:

1. any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 7.02 to be satisfied;

2. any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

3. any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

4. any Actions commenced or, to Seller's Knowledge, threatened against, relating to or involving or otherwise affecting the Business, the Purchased Assets, or the Assumed Liabilities that, if pending on the Execution Date, would have been required to have been disclosed pursuant to Article IV or that relates to the consummation of the transactions contemplated by this Agreement.

(b) Buyer's receipt of information pursuant to this Section 6.04 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement (including Section 8.02 and Section 9.01(b)) and shall not be deemed to amend or supplement the Disclosure Schedules.

**Section 6.05 Confidentiality.** Buyer and Seller acknowledge and agree that the Confidentiality Agreement, dated as of February 25, 2025, between US Digital Mining and Hosting Co, LLC, a Florida limited liability company, and Greenidge Generation Holdings Inc., a Delaware corporation, remains in full force and effect.

#### **Section 6.06 Governmental Approvals and Consents.**

(a) Each party shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions required under any Law applicable to such party or any of its Affiliates; and (ii) use reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution

and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the Ancillary Documents. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The parties shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

(b) Seller and Buyer shall use their reasonable best efforts to give all notices to, and obtain all consents from, all third parties that are described in Section 4.03 of the Disclosure Schedules.

(c) Without limiting the generality of the parties' undertakings pursuant to subsections (a) and (b) above, each of the parties hereto shall use all reasonable best efforts to:

1. respond to any inquiries by any Governmental Authority regarding antitrust or other matters with respect to the transactions contemplated by this Agreement or any Ancillary Document;
2. avoid the imposition of any order or the taking of any action that would restrain, alter or enjoin the transactions contemplated by this Agreement or any Ancillary Document; and
3. in the event any Governmental Order adversely affecting the ability of the parties to consummate the transactions contemplated by this Agreement or any Ancillary Document has been issued, to have such Governmental Order vacated or lifted.

**Section 6.07 Closing Conditions.** From the Execution Date until the Closing, each party shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof.

**Section 6.08 Public Announcements.** Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

**Section 6.09 Bulk Sales Laws.** The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

**Section 6.10 Transfer Taxes.** All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the Ancillary Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

**Section 6.11 Further Assurances.** Following the Closing, each party shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the Ancillary Documents.

**Section 6.12 Tract 1 and Tract 2 Parcel Split.** The Seller purchased the approximately 6.4 acre Real Property (Tract 1) and the approximately 5.6 acre Tract 2 identified in Exhibit B-1 (the "Tract 1 and 2 Parcel"). The



Seller obtained a separate address from Tract 1. However, Lowndes County, Mississippi ("Lowndes County") identifies Tract 1 and Tract 2 as one Parcel with a Parcel ID Number of 287. The Seller constructed the improvements and other Purchased Assets on the Tract 1 Parcel prior to any split of Tract 1 and Tract 2. The Seller shall convey the Tract 1 Real Property to the Buyer at Closing which results in a split of Tract 1 and Tract 2 (the "Parcel Split"). The Seller shall use its best efforts to cooperate with the Buyer to (i) obtain a new Parcel ID for Tract 1 after the Seller conveys the Tract 1 Real Property to the Buyer at Closing and (ii) obtain documentation from Lowndes County that confirms that the operation of the Business and the Purchased Assets on the Real Property (other than that certain 3000KVA transformer) after the Parcel Split shall be compliant with all zoning Laws.

## **ARTICLE VII CONDITIONS TO CLOSING**

**Section 7.01 Conditions to Obligations of All Parties.** The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) Seller shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 4.03 and Buyer shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 5.03, in each case, in form and substance reasonably satisfactory to Buyer, and no such consent, authorization, order and approval shall have been revoked.

**Section 7.02 Conditions to Obligations of Buyer.** The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Seller contained in Section 4.01, Section 4.02, and Section 4.13, the representations and warranties of Seller contained in this Agreement, the Ancillary Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the Execution Date and on and as of the Closing Date with the same effect as though made at and as of such date. The representations and warranties of Seller contained in Section 4.01, Section 4.02, and Section 4.13 shall be true and correct in all respects on and as of the Execution Date and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Closing Date; provided, that, with respect to agreements, covenants and conditions that are qualified by materiality, Seller shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(c) No Action shall have been commenced against Buyer or Seller, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

(d) All approvals, consents and waivers that are listed on Section 4.03 of the Disclosure Schedules shall have been received, and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing.

(e) From the Execution Date, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

(f) Seller shall have delivered to Buyer duly executed counterparts to the Ancillary Documents and such other documents and deliveries set forth in Section 3.02(a).

(g) All Encumbrances relating to the Purchased Assets shall have been released in full, other than Permitted Encumbrances, and Seller shall have delivered to Buyer written evidence, in form satisfactory to Buyer in its sole discretion, of the release of such Encumbrances.

(h) Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in Section 7.02(a) and Section 7.02(b) have been satisfied (the “**Seller Closing Certificate**”).

(i) Buyer shall have received a certificate of the manager or officer of Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(j) Buyer shall have received a certificate of the manager or officer of Seller certifying the names and signatures of the officers of Seller authorized to sign this Agreement, the Ancillary Documents and the other documents to be delivered hereunder and thereunder.

(k) Buyer shall have contracted with or obtained a “will serve” letter from CL&W for 11 MW of electric service to the Site.

(l) Buyer shall have completed its due diligence review of the Site and shall have satisfied itself that the condition of the Site is acceptable in all respects in Buyer’s sole and absolute discretion.

(m) Buyer shall have received a certificate pursuant to Treasury Regulations Section 1.1445-2(b) (the “**FIRPTA Certificate**”) that Seller is not a foreign person within the meaning of Section 1445 of the Code duly executed by Seller.

(n) Buyer will have obtained the approval of its members and governing board.

(o) The Escrow Agent shall have committed to issue the Owner’s Policy to Buyer, subject solely to the Permitted Encumbrances by delivering a binding marked title commitment or binding Pro Forma Owner’s Policy to Buyer at or before Closing.

(p) The Buyer shall have obtained documentation from Lowndes County confirming that the operation of the Business and the Purchased Assets (other than that certain 3000KVA transformer) on the Real Property after the Parcel Split shall be compliant with all zoning Laws.

(p) The Seller shall have terminated the employment agreement (the “Employment Agreement”) with Kyle Miller (the “Employee”) and the Buyer shall have entered into a new employment agreement with the Employee on terms substantially similar to those contained in the

Employment Agreement; provided, however, the Buyer may determine in its sole discretion that Seller shall assign and the Buyer shall assume the Employment Agreement.

**Section 7.03 Conditions to Obligations of Seller.** The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Buyer contained in Section 5.03 shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the Execution Date and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Buyer contained in Section 5.01, Section 5.02, Section 5.04 and Section 5.05 shall be true and correct in all respects on and as of the Execution Date and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Closing Date; provided, that, with respect to agreements, covenants and conditions that are qualified by materiality, Buyer shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(c) Buyer shall have delivered to Seller duly executed counterparts to the Ancillary Documents and such other documents and deliveries set forth in Section 3.02(b).

(d) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 7.03(a) and Section 7.03(b) have been satisfied (the "**Buyer Closing Certificate**").

(e) Seller shall have received a certificate of the manager or officer of Buyer certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Buyer authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(f) Seller shall have received a certificate of the manager or officer of Buyer certifying the names and signatures of the officers of Buyer authorized to sign this Agreement, the Ancillary Documents and the other documents to be delivered hereunder and thereunder.

## **ARTICLE VIII INDEMNIFICATION**

**Section 8.01 Survival.** Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect for thirty (30) days from the Closing Date, save and except those representations and warranties contained in Section 4.01, Section 4.02, Section 4.03(a), Section 4.03(b), Section 4.03(d), and Section 4.12 of this Agreement, which shall survive the Closing for an indefinite period. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

**Section 8.02 Indemnification by Seller.** Subject to the other terms and conditions of this Article VIII, Seller shall indemnify and defend each of Buyer and its Affiliates and their respective Representatives (collectively, the “**Buyer Indemnitees**”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, the Ancillary Documents or in any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller or an Affiliate of Seller pursuant to this Agreement, the Assigned Contracts, the Ancillary Documents or any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement;

(c) any Excluded Asset or any Excluded Liability; or

(d) any Third Party Claim (including any claims asserted by or related to any employees or former employees of Seller or any Affiliates of Seller) based upon, resulting from or arising out of the business, operations, properties, assets or obligations of Seller or its Affiliates relating to the Business conducted, existing or arising on or prior to the Closing Date.

**Section 8.03 Indemnification By Buyer.** Subject to the other terms and conditions of this Article VIII, Buyer shall indemnify and defend Seller and its Affiliates and their respective Representatives (collectively, the “**Seller Indemnitees**”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or in any certificate or instrument delivered by or on behalf of Buyer pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement, the Ancillary Documents or any certificate or instrument delivered by or on behalf of Buyer pursuant to this Agreement;

(c) any Assumed Liability; or

(d) any Third Party Claim based upon, resulting from or arising out of Buyer’s conduct of the Business, its operations, properties and assets or obligations occurring after the Closing Date except to the extent that the underlying conduct upon which such Third Party claim is based was an act or omission by or at the direction of Seller or its Affiliates.

**Section 8.04 Limitations to Indemnification.** The aggregate amount of all Losses for which a Seller indemnifying party shall be liable pursuant to Section 8.02 shall not exceed \$350,000.00. The aggregate amount of all Losses for which a Buyer indemnifying party shall be liable pursuant to Section 8.03 shall not exceed \$195,000.00.

**Section 8.05 Indemnification Procedures.** The party making a claim under this Article VIII is referred to as the “**Indemnified Party**”, and the party against whom such claims are asserted under this Article VIII is referred to as the “**Indemnifying Party**”.

(a) **Third Party Claims.** If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a “**Third Party Claim**”) against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third Party Claim at the Indemnifying Party’s expense and by the Indemnifying Party’s own counsel, and the Indemnified Party shall cooperate in good faith in such defense. If the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 8.05(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party’s right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, provided, that if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may, subject to Section 8.05(b), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The parties shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available (subject to the provisions of Section 6.05) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) **Settlement of Third Party Claims.** Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 8.05(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may

settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 8.05(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) Direct Claims. Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a “**Direct Claim**”) shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party’s investigation by giving such information and assistance (including access to the Indemnified Party’s premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such thirty (30) day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

#### **Section 8.06 Payments.**

(a) Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article VIII, the Indemnifying Party shall satisfy its obligations within fifteen (15) Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such 15 Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to and including the date such payment has been made at a rate per annum equal to 10 percent. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed, with compounding.

(b) Any Losses payable to a Buyer Indemnitee pursuant to this Article VIII shall be satisfied: (i) first from the Escrow Amount, and then (ii) from Seller after the Escrow Amount is disbursed to Seller.

**Section 8.07 Tax Treatment of Indemnification Payments.** All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

**Section 8.08 Effect of Investigation.** The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party’s right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party’s waiver of any condition set forth in Section 7.02 or Section 7.03, as the case may be.

## ARTICLE IX TERMINATION

**Section 9.01 Termination.** This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Seller and Buyer;

(b) by Buyer by written notice to Seller if:

1. there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII and such breach, inaccuracy or failure has not been cured by Seller within twenty (20) days of Seller's receipt of written notice of such breach from Buyer; or

2. any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by September 16, 2025, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(c) by Seller by written notice to Buyer if:

1. there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII and such breach, inaccuracy or failure has not been cured by Buyer within twenty (20) days of Buyer's receipt of written notice of such breach from Seller; or

2. any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by September 16, 2025, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or

(d) by Buyer or Seller if (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

**Section 9.02 Effect of Termination.** If this Agreement is terminated, then this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

(a) as set forth in this Article IX, Section 6.05 and Article X hereof; and

(b) that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

## ARTICLE X MISCELLANEOUS

**Section 10.01 Expenses.** Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred. Each party shall be entitled to recover its reasonable attorneys' fees and expenses and experts' fees and expenses (including costs of investigation) incurred in connection with successfully enforcing any of such party's rights set forth herein from any party determined to be in breach of this Agreement.

**Section 10.02 Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.02):

If to Seller: c/o Greenidge Generation Holdings Inc.  
1159 Pittsford-Victor Road, Suite 240, Pittsford, NY 14534  
E-mail: jkovler@greenidge.com  
Attention: Jordan Kovler

with a copy to: c/o Greenidge Generation Holdings Inc.  
1159 Pittsford-Victor Road, Suite 240, Pittsford, NY 14534  
E-mail: dirwin@greenidge.com  
Attention: Dale Irwin

and a copy to: c/o Greenidge Generation Holdings Inc.  
1159 Pittsford-Victor Road, Suite 240, Pittsford, NY 14534  
E-mail: bmahmoud@greenidge.com  
Attention: Bachar Mahmoud

If to Buyer: 1200 W. Platt St., Tampa, FL 33606  
E-mail: TLiebel@LMFunding.com  
Attention: Todd Liebel

with a copy to: 1200 W. Platt St., Tampa, FL 33606  
E-mail: RDuran@LMFunding.com  
Attention: Ryan Duran

and a copy to: McIntyre Thanasides Bringgold Elliott Grimaldi & Guito, P.A  
1228 E. 7th Ave. Suite 100 Tampa, FL 33605  
Attention: Blake D. Bringgold  
E-mail: blake@mcintyrefirm.com

**Section 10.03 Interpretation.** For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits



referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

**Section 10.04 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 10.05 Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 10.06 Entire Agreement.** This Agreement and the Ancillary Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Ancillary Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

**Section 10.07 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that prior to the Closing Date, Buyer may, without the prior written consent of Seller, assign all or any portion of its rights under this Agreement to one or more of its direct or indirect wholly-owned subsidiaries. Buyer shall give Seller advance written notice of any assignment of this Agreement to one or more of its direct or indirect subsidiaries. No assignment shall relieve the assigning party of any of its obligations hereunder and any attempted assignment not in compliance with this Section shall be void *ab initio*.

**Section 10.08 No Third-Party Beneficiaries.** Except as provided in Article VIII, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 10.09 Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**Section 10.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.**

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule (whether of the State of Mississippi or any other jurisdiction).

(b) Any legal suit, action or proceeding arising out of or based upon this Agreement, the ancillary documents or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the state of Mississippi in each case located in the city of Columbus and county of Lowndes, and each party irrevocably submits to the

exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(c) Each party acknowledges and agrees that any controversy which may arise under this agreement or the ancillary documents is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, the ancillary documents or the transactions contemplated hereby or thereby. Each party certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily, and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 10.10(c).

#### **Section 10.11 Default and Remedies..**

(a) If the Closing does not occur at the time and in the manner provided in this Agreement due to the failure of Seller to comply with any of its material obligations under this Agreement or a due to a material breach by Seller of its representations and warranties set forth in this Agreement (each, a "**Seller Default**"), Buyer shall have the right to: (i) terminate this Agreement and receive the return of the Earnest Money Deposit by written notice to Seller and Escrow Agent and (ii) pursue an action for specific performance. The Seller acknowledges that irreparable damage would occur if Closing did not occur due to a Seller Default and that the Buyer shall be entitled to specific performance in addition to the other Buyer remedies specified herein.

(b) If the Closing does not occur at the time and in the manner provided in this Agreement due to the failure of Buyer to comply with any of its material obligations under this Agreement or a due to a material breach by Buyer of its representations and warranties set forth in this Agreement (each, a "**Buyer Default**"), Seller shall have the right to terminate this Agreement and the Escrow Agent shall deliver the Earnest Money Deposit to Seller as the Seller's remedy for a Buyer Default.

**Section 10.12 Time.** Time is of the essence in the performance of each and every term, condition and covenant contained in this Agreement.

**Section 10.13 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Execution Date by their respective authorized representatives thereunto duly authorized.

GREENIDGE MISSISSIPPI LLC

By: Greenidge Generation Holdings Inc., its sole member

By /s/ Jordan Kovler  
Name: Jordan Kovler  
Title: Chief Executive Officer

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US DIGITAL MINING MISSISSIPPI LLC

By /s/ Richard Russell  
Name: Richard Russell  
Title: Manager

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*[Signature Page to Asset Purchase Agreement]*

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**EXHIBIT A**  
**TO ASSET PURCHASE AGREEMENT**  
**Certain Real Property Improvements at Site**

Exhibit A  
Page 1 of 2

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**EXHIBIT B**  
**TO ASSET PURCHASE AGREEMENT**

**Real Property**

A tract of land being located in the south half (S 1/2) of the southeast quarter (SE 1/4) of Section 26, Township 18 South, Range 18 West, City of Columbus, Lowndes County, Mississippi and more particularly described as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 26; RUN THENCE SOUTH 88 DEGREES 15 MINUTES WEST A DISTANCE OF 671.9 FEET TO A POINT; RUN THENCE NORTH 89 DEGREES 59 MINUTES WEST A DISTANCE OF 668.5 FEET TO A BOIS D'ARC STAKE; RUN THENCE SOUTH 00 DEGREES 31 MINUTES EAST, ALONG AN EXISTING FENCE, A DISTANCE OF 647.5 FEET TO A POINT; RUN THENCE SOUTH 00 DEGREES 23 MINUTES EAST, ALONG AN EXISTING FENCE, A DISTANCE OF 418.5 FEET TO AN IRON PIPE; RUN THENCE SOUTH, ALONG AN EXISTING FENCE, A DISTANCE OF 1295.0 FEET TO AN IRON PIPE ON THE EAST RIGHT-OF-WAY OF MISSISSIPPI HIGHWAY 69; RUN THENCE SOUTH 00 DEGREES 50 MINUTES WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 722.6 FEET TO A POINT; RUN THENCE SOUTH 02 DEGREES 15 MINUTES EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 150.7 FEET TO A POINT; RUN THENCE NORTH 89 DEGREES 00 MINUTES EAST A DISTANCE OF 989.0 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF DATCO INDUSTRIAL DRIVE BEING 39.4 FEET FROM CENTERLINE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT:

RUN THENCE NORTH 01 DEGREES 18 MINUTES WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 500.0 FEET TO AN IRON PIN; RUN THENCE NORTH 88 DEGREES 43 MINUTES EAST A DISTANCE OF 560.0 FEET TO AN IRON PIN; RUN THENCE SOUTH 01 DEGREES 17 MINUTES EAST A DISTANCE OF 501.4 FEET TO A POINT; RUN THENCE SOUTH 88 DEGREES 52 MINUTES WEST, ALONG THE PROJECTION OF AN EXISTING FENCE, A DISTANCE OF 559.7 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.4 ACRES, MORE OR LESS.

**EXHIBIT B-1**  
**TO ASSET PURCHASE AGREEMENT**

**Tract 1 and Tract 2**

Exhibit B-1  
Page 1 of 2

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Disclosure Schedule 2.01(a)

Assigned Contracts

The Trailer Lease

Disclosure Schedule 2.01(a)

Page 1 of 1

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Disclosure Schedule 2.01(d)

Warranties

None.

Disclosure Schedule 2.03

Page 1 of 1

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Disclosure Schedule 2.03

Assumed Liabilities

Liabilities and obligations for Taxes relating to the Purchased Assets for the period after the Closing Date.

Liabilities and obligations under any Assigned Contracts for the period after the Closing Date.

Disclosure Schedule 2.03

Disclosure Schedule 2.08

Allocation Schedule

Disclosure Schedules 4.05(a)

Material Contracts

Disclosure Schedule 4.05(a)

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