

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is dated January 17, 2024 (the "Effective Date"), and is by and between Pleasant Valley Property, LLC, a Delaware limited liability company ("Purchaser") and James A. Engandela and Sandra L. Engandela (collectively "Seller").

RECITALS

- A. Seller, either individually or collectively, is the owner of a fee interest and leasehold interest in the land and building and improvements located thereon, located at S15700 Hwy U, Strum, Wisconsin, 54770, Eau Claire County, legally described in Exhibit A attached hereto.
- B. Purchaser desires to purchase Portion 1 of the Property (as defined on Exhibit A) from Seller and Seller desires to sell Portion 1 of the Property to Purchaser, pursuant to the terms set out in this Agreement, and Purchaser desires to receive, as a Capital Contribution in Purchaser in exchange for Membership Interests (as defined in that certain Limited Liability Company Agreement of Purchaser dated January 1, 2024 (the "LLC Agreement")) in Purchaser, Portion 2 of the Property (as defined on Exhibit A) from Seller, and Seller desires to contribute Portion 2 of the Property to Purchaser in exchange for Membership Interests in Purchaser, pursuant to the terms set out in this Agreement (the "Transaction").

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, conditions and agreements contained herein, the recitals set forth above (which are hereby incorporated into this Agreement), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1.0 Property Subject to the Transaction. The Property subject to the Transaction includes the land, as legally described in Exhibit A attached hereto, the building and other improvements constructed thereon, all fixtures therein, all personal property, books, records and reports used or kept in connection therewith and all rights, privileges, easements, tenements, hereditaments and appurtenances belonging thereto (hereinafter cumulatively referred to in this Agreement as the "Property"), and shall include, but not be limited to:

(a) All service and maintenance contracts (including contracts for maintenance equipment), equipment leases, software licenses and other contracts regarding the Property (the "Assumed Contracts"), and all records, warranties and other intangible and intellectual property in any way associated with the Property.

(b) All furniture, fixtures and equipment owned by Seller, if any, that is: (i) used by Seller in its business operations at the Property; and (ii) located in the Property's common areas and maintenance areas, including but not limited to maintenance tools and equipment (the "Personal Property").

Except as explicitly set forth herein, for purposes of this Agreement, references to "Property" includes both Portion 1 of the Property and Portion 2 of the Property.

2.0 Purchase and Sale of Portion 1 of the Property, Contribution of Portion 2 of the Property.

(a) Purchase and Sale of Portion 1 of the Property. Purchaser agrees to purchase, and Seller agrees to sell, Portion 1 of the Property. On the Date of Closing (as defined herein), Portion 1 of the Property shall be conveyed to Purchaser free and clear of all liabilities, liens, encroachments, encumbrances, easements, obligations, charges, and options of any kind whatsoever, except for such matters, if any, to which Purchaser, at its option, may consent in writing and except for:

(i) Local, State and Federal building and zoning laws and ordinances.

(ii) The lien of any real estate taxes and assessments which Purchaser has agreed to pay herein.

(iii) Reservation of any minerals or mineral rights to the State of Wisconsin. Those exceptions listed in the Title Commitment (as hereinafter defined) not objected to or waived by Purchaser pursuant to Section 5 and Section 6 hereof including the Mortgage dated March 8, 2018, executed by James A. Engandela and Sandra L. Engandela, husband and wife, Mortgagor, to Charter Bank, Mortgagee, in the amount of \$300,000.00 and the Mortgage dated April 30, 2019, executed by James A. Engandela and Sandra L. Engandela, husband and wife, Mortgagor, to Quicken Loans Inc., Mortgagee, in the original amount of \$243,000.00 (collectively, the "Mortgages").

(b) Contribution of Portion 2 of the Property. Seller agrees to contribute in exchange for Membership Interests in Purchaser, and Purchaser agrees to receive in exchange for Membership Interests in Purchaser, Portion 2 of the Property. The parties hereto intend that such contribution in exchange for Membership Interests in Purchaser qualify as a transfer pursuant to Internal Revenue Code Section 721.

The above exceptions and any objections identified by Purchaser, shall be referred to as the permitted exceptions or permitted encumbrances.

3.0 Consideration.

(a) Purchase Price for Portion 1 of the Property.

(i) The purchase price ("Purchase Price") for the Property shall be Seven Hundred and Fifty and 00/100 dollars (\$750,000.00).

(ii) The Purchase Price, not previously paid, shall be payable to Seller in cash, certified check or wire transfer as follows:

i. One Hundred Thousand and 00/100 dollars (\$100,000.00) which has previously been provided to Seller (the "Earnest Money"); and

100

ii. Two Hundred and Fifty Thousand and 00/100 dollars (\$250,000.00) on the Date of Closing;

250

iii. Two Hundred and Twenty Thousand and 00/000 (\$220,000.00) in the form of monthly reimbursement of the payment obligations of Seller related to the of the Mortgage Loans on the Property, with additional backing in the form of a Personal Guarantee by Scott Deetz; provided, however that Seller shall not make any additional draws or incur any additional obligations under the Mortgage Loans and Purchaser's obligations under the Mortgage Loans shall not exceed a total amount of \$220,000.00. Seller shall remain obligated to pay any additional amounts in order to pay the Mortgage Loans in full in accordance with the terms of the Mortgage Loans. This subsection shall survive the Closing.

220

iv. One Hundred and Eighty Thousand and 00/100 dollars (\$180,000.00) on the Date of Closing in the form of a six-month promissory note at the short-term minimum AFR rate of 5% (the "Note") in favor of Seller based on commercially reasonable terms and conditions as agreed by Purchaser and Seller.

180

(b) Contribution in Exchange for Membership Interests in Purchaser, for Portion 2 of the Property. In exchange for Seller's contribution of Portion 2 of the Property to Purchaser, Seller shall receive a seventy-five and 6/10ths percent (75.6%) Membership Interest in Purchaser on the Date of Closing.

750,000

4.0 Seller's Documents. Prior to the Effective Date, Seller has delivered to Purchaser all of the following documents, to the extent in Seller's possession or control (collectively, the "Seller Deliverables"):

(a) Copies of all contracts related to the Property, or written confirmation that no contracts exist. The Purchaser shall notify the Seller prior to the Date of Closing as to whether it wants the Seller to terminate any of the contracts.

(b) Copies of the most recent property tax bill, as well as current assessments and valuation notices from the county and/or city in which the Property is located.

(c) Copies of all insurance policies covering the Property for the current fiscal year of the Seller.

(d) Copies of all blueprints and/or architectural drawings regarding any buildings located on the Property.

(e) Any other documentation reasonably requested by the Purchaser, the Title Company, to complete the transaction, to the extent such documentation is in the possession of the Seller or is readily available to the Seller.

5.0 Purchaser to Determine Prior to Closing the Transaction that Seller's Title to the Property is Marketable. Prior to the Date of Closing of the Transaction, Purchaser shall, at its sole option, satisfy itself with the condition of Seller's title to the Property. Purchaser has ordered an ALTA commitment for an owner's title insurance policy as to the Property (the "Title Commitment"), at Seller's expense, in a form acceptable to Purchaser from a title company acceptable to Purchaser (the "Title Company"). Purchaser shall be solely responsible for all premium charges for any policy of title insurance for the Property. Purchaser may obtain an ALTA survey of the Property at Purchaser's cost and expense, which provides the legal description and boundary lines for the Property, which shall be certified to Seller, Purchaser and the Title Company (the "Survey").

6.0 Contingencies. The obligations of Purchaser under this Agreement are contingent upon each of the following:

(a) Title. Title shall have been found acceptable, or been made acceptable, in accordance with the requirements and terms of Section 6.

(b) Completion of Purchaser's Due Diligence. Purchaser shall have completed its due diligence evaluation of the Property as and when required by this Agreement. Purchaser shall be satisfied with the Seller's Deliverables, in its sole discretion. There is no existing management contract that will bind Purchaser on the property after closing.

(c)

(d) No Condemnation. As of the Date of Closing, there shall be no pending or threatened condemnation of or taking of any part of the Property or any means of ingress or egress thereto or any parking therefor.

(e) No Change in Law. As of the Date of Closing, no order, statute, rule, regulation, executive order, injunction, stay, decree or restraining order shall have been enacted, entered, promulgated or enforced by any governmental authority that (i) prohibits the consummation of the transactions contemplated hereby; or (ii) has a material adverse effect on the Property including, without limitation, Purchaser's intended use of the Property, and no litigation or governmental proceeding seeking such an order shall be pending or threatened.

(f) Representations and Warranties. The representations and warranties of Seller contained in this Agreement must be materially true on the Effective Date and on the Date of Closing as if made on the Date of Closing.

If any of the foregoing contingencies have not been satisfied on or before the date specified above with respect to the identified contingency, and Purchaser has timely supplied Seller with a Termination Notice (as defined below), this Agreement shall terminate and neither party shall have any further obligations hereunder or to the other party, other than those specifically stated in this Agreement to extend beyond the date of contract termination, and the Earnest Money shall be paid to Purchaser.

7.0 Brokerage Fees and Commissions. Seller warrants to Purchaser that in connection with this transaction Seller has not taken any action which will result in any real estate broker's

fee being due or payable to any party. Purchaser warrants to Seller that in connection with this transaction, Purchaser has not taken any action which would result in any real estate broker's fee, finder's fee or other fee being due or payable to any party. Seller and Purchaser respectively agree to indemnify, defend and hold harmless the other from and against any and all claims, fees, commissions and suits of any real estate broker or agent with respect to services claimed to have been rendered for or on behalf of the indemnifying party in connection with the execution of this Agreement or the transaction set forth herein.

8.0 Seller's Representations and Warranties. Seller hereby represents and warrants that:

(a) Seller is not a "foreign person" as contemplated by Section 1445 of the Internal Revenue Code.

(b) Seller has the full, right, power and authority to enter into this Agreement and to carry out the terms and provisions hereof including, but not limited to, compliance with all appropriate procedures to authorize the execution and delivery of this Agreement and the documents and instruments of conveyance necessary or appropriate to carry out this transaction.

(c) To Seller's knowledge, there are no (i) wells, (ii) individual sanitary treatment systems or "septic systems" or (iii) above ground or underground storage tanks that have been located in or on the Property except as disclosed to Purchaser in writing. To Seller's knowledge, methamphetamine production has not occurred at the Real Property.

(d) Seller has and shall convey marketable fee simple interest in the Property to Purchaser subject to any permitted exceptions or encumbrances approved by Purchaser which shall include the Mortgage Loans.

(e) As of the Effective Date, there is no lease for the Property nor has Seller entered into any contract or agreement burdening the Property that is not of public record, other than a mortgage and a line of credit that has been communicated to the Purchaser.

(f) To Seller's knowledge, there does not now exist any violation of Environmental Laws with respect to the Property. As used herein, "Environmental Laws" includes the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") and all other federal, state and local statutory and common laws governing the protection of human health and the environment, including those governing Hazardous Materials, as in effect on the date of this Agreement together with their implementing regulations and guidelines as of the date of this Agreement. As used herein, "Hazardous Materials" includes but is not limited to petroleum as defined in CERCLA, and any waste, pollutant or contaminant, and any substance or material defined or determined to be hazardous or toxic to human health or the environment. Seller will disclose to Purchaser any material Environmental Law violation (an "Environmental Law Violation") that it actually becomes aware of prior to the Closing.

(g) Seller has received no written notice of any threat of any action or proceeding, including condemnation proceedings, which (i) challenges or impairs Seller's ability

to execute or perform its obligations under this Agreement, or (ii) materially and adversely affects the Property.

(h) To Seller's knowledge, Seller has received no written notice concerning the Property from any Governmental Authority stating that the Property is currently in violation of any laws.

(i) There is no pending or, to Seller's knowledge, threatened Action affecting Seller or concerning the Property, including, without limitation, assignments for the benefit of creditors, or voluntary or (to Seller's knowledge) involuntary proceedings in bankruptcy or under other debtor relief laws, by or against Seller which would prohibit, restrict or otherwise affect in any material respect Seller's ability to perform its obligations under this Agreement.

(j) Seller has not received written notice of any special or general assessments that have been levied or are pending against the Property.

The representations and warranties set out in this Agreement shall be continuing and shall be deemed to survive the closing and shall not be merged in the delivery and execution of the deed or other instruments of conveyance called for in this Agreement for a period of twelve (12) months. Seller agrees to indemnify and hold Purchaser harmless from all claims, expenses and liabilities (including reasonable attorneys' fees) incurred by Purchaser as a result of Seller's breach of any of the foregoing warranties.

9.0 Purchaser's Representations and Warranties. Purchaser hereby represents and warrants that:

(a) Purchaser is not a "foreign person" as contemplated by Section 1445 of the Internal Revenue Code.

(b) Purchaser has the full, right, power and authority to enter into this Agreement and to carry out the terms and provisions hereof including, but not limited to, compliance with all appropriate procedures to authorize the execution and delivery of this Agreement and the documents and instruments of conveyance necessary or appropriate to carry out this transaction.

The representations and warranties set out in this Agreement shall be continuing and shall be deemed to survive the closing and shall not be merged in the delivery and execution of the deed or other instruments of conveyance called for in this Agreement for a period of twelve (12) months. Purchaser agrees to indemnify and hold Seller harmless from all claims, expenses and liabilities (including reasonable attorneys' fees) incurred by Seller as a result of Seller's breach of any of the foregoing warranties.

10.0 Seller's Covenants. Seller agrees that during the period between the Effective Date and the Date of Closing, Seller will: (i) manage or cause the Property to be managed in accordance with its past practices; (ii) enter into no agreements with respect to the occupancy, operation, maintenance, or restriction of any portion of the Property, nor amend, modify or extend the Leases, if any, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, delayed or conditioned; (iii) maintain Seller's existing insurance

coverage with respect to the Property from the date hereof through the Date of Closing; or (iv) not further encumber or restrict the Property in any manner.

11.0 Casualty/Condemnation. All risk of loss shall be borne by Seller until Closing. Seller agrees to give Purchaser prompt notice of any fire or other casualty affecting the Property between the date hereof and Closing or of any actual or threatened taking or condemnation of all or any portion of the Property. If prior to the Closing there shall occur any such damage, taking or condemnation, then in any such event Purchaser may at its option, terminate this Agreement by notice to Seller within twenty (20) days after Purchaser has received the notice referred to above or at the Closing, whichever is earlier, and the Earnest Money shall be returned to Purchaser. If Purchaser does not so elect to terminate this Agreement, then the Closing shall take place as provided herein without abatement of the purchase price, and there shall be assigned to Purchaser at the Closing all of Seller's interest in and to all insurance proceeds or condemnation award.

12.0 Proration of Real Estate Taxes if Purchaser Exercises the Transaction. If parties hereto proceed to closing of the Transaction:

(a) All the real estate taxes and installments of special assessment that are payable on the Property in the year prior to the year in which the Transaction closes and in prior years shall be paid in full by Seller at or before the Date of Closing;

(b) The real estate taxes payable on the Property in the year in which the Transaction closes shall be prorated as between Seller and Purchaser so that Seller shall be responsible for that portion thereof that is determined by the ratio to three hundred sixty-five (365) of the number of days in the year in which the Transaction closes up to but not including the Date of Closing hereunder, and Purchaser shall be responsible for the balance thereof; and

(c) Purchaser shall pay all taxes that are payable on the Property in the year after the year in which the Transaction closes and thereafter.

(d) Seller and Purchaser shall prorate at closing all special assessments, levied or pending on the Property as of the Date of Closing.

13.0 Prorations. The following prorations shall be made as of the Date of Closing and subsequent to the Date of Closing to the extent actual information is unavailable on the Date of Closing:

(a) All utilities furnished to the Property; and

(b) All operating expenses in connection with the Property.

14.0 Closing. Upon the satisfaction of the items in Section 5, Section 6, Section 7 and Section 17 of this Agreement, and provided this Agreement has not been terminated by Purchaser in accordance with this Agreement, Purchaser and Seller shall make arrangements for a closing at a time and place mutually acceptable to the parties ("Closing"). On or before the Date of Closing, the parties shall negotiate and enter into a mutually agreeable written agreement

governing the sale of the Property. The "Date of Closing" shall be no later than December 29, 2023, except as otherwise provided herein. At Closing:

(a) Seller shall deliver the following:

(i) A warranty deed (the "Deed") in form reasonably acceptable to Purchaser duly executed and acknowledged by Seller conveying fee simple title to Purchaser subject only to the permitted encumbrances (as consented to by Purchaser).

(ii) Bill of Sale and Assignment conveying to Purchaser all personal property, intangibles, transferable warranties, fixtures, and building systems, free and clear of all third-party rights, title, interests and liens.

(iii) Assignment and Assumption of Assumed Contracts ("Assignment of Contracts"), assigning all of Seller's right, title and interest in all Assumed Contracts, permits and warranties affecting the Property to Purchaser, if any.

(iv) Exclusive possession of the Property in the same physical condition as existed on the Effective Date.

(v) Seller's Certificate certifying to Purchaser that all representations, warranties, and covenants set forth in Section 10 and Section 12 remain true and correct.

(vi) An executed version of the closing statement prepared by the Title Company.

(vii) Such other documents as the Title Company may require and/or as described in other provisions in this Agreement.

(b) Purchaser shall deliver to Seller the following:

(i) The consideration required pursuant to Section 3 above, in cash or by wire transfer, certified, or cashier's check in U.S. funds available immediately to Seller.

(ii) A counterpart of the Assignment of Contracts.

(iii) An executed version of the closing statement prepared by the Title Company.

(iv) Such other documents as the Title Company may require and/or as described in other provisions in this Agreement.

Unless otherwise provided herein, (i) Seller and Purchaser shall share Title Company escrow and closing fees, (ii) Seller shall pay all deed taxes and fees, (iii) Purchaser shall pay equally the cost of recording the Deed and all costs associated with its lender, and (iv) each party shall pay its own attorney's fees.

15.0 Closing Conditions. The obligation of Seller and Purchaser to close the Transaction contemplated hereby is conditioned upon fulfillment of each of the following:

(a) Purchaser's Obligation. Purchaser's obligation to purchase and pay for the Property is subject to the satisfaction of the following conditions:

(i) Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Seller by the time of the Closing.

(ii) The representations and warranties of Seller made in this Agreement shall be true and correct as of the Date of Closing.

(iii) Seller shall have delivered to Purchaser Seller's closing documents as provided for in Section 16(b) above.

(iv) On the Date of Closing, the Property will be in substantially similar condition as it is on the Effective Date.

(v) On or before the Closing Date, if applicable, Purchaser shall have received all necessary consents, authorizations and licenses necessary to conduct its proposed business from the Property, including without limitation, any zoning related consents or endorsements and conditional use permits, if needed.

(vi) On the Date of Closing, Purchaser shall have received an owner's pro forma for a policy of title insurance to be issued to Purchaser in form and substance acceptable to Purchaser.

(b) Seller's Obligation. Seller's obligation to sell and convey the Property is subject to the satisfaction of the following conditions:

(i) Purchaser shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Purchaser by the time of the Closing.

(ii) Purchaser shall have delivered to Seller Purchaser's closing documents as provided for in Section 16(b) above.

(iii) Purchaser shall have paid the Purchase Price to Seller as required herein.

16.0 Duties of Title Company or Seller. In the event the Title Company (or Seller, as the case may be) receives a Termination Notice from Purchaser, and Seller has not objected within two (2) business days, that (i) this Agreement has been duly terminated pursuant to terms hereof; or (ii) this Agreement was otherwise terminated as a result of a default by Seller, then the Title Company (or Seller, as the case may be) shall promptly deliver all Earnest Money hereunder, together with all interest accrued thereon to Purchaser. In the event the Title Company (or Purchaser, as the case may be) receives written notice from Seller, and Purchaser

has not objected, within five (5) business days, that this Agreement has been duly terminated pursuant to terms hereof, then Title Company shall promptly deliver the Earnest Money to Seller, or if Seller is already in possession of the Earnest Money, then such Earnest Money shall remain with Seller. The sole duties of the Title Company shall be those described herein, and the Title Company shall be under no obligation to determine whether the other parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said parties. The Title Company may conclusively rely upon and shall be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties, consistent with reasonable due diligence on the Title Company's part. The Title Company shall have no duty or liability to verify any such notice, consent order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement. The Title Company shall be under no obligation to institute or defend any action, suit or proceeding in connection with this Agreement. If any dispute arises with respect to the disbursement of any monies, the Title Company may continue to hold the same pending resolution of such dispute, and the parties hereto hereby indemnify and hold harmless the Title Company from any action taken by it in good faith in the execution of its duties hereunder. Purchaser and Seller each acknowledge and agree that nothing in this Section 18 shall be deemed to waive their respective rights to dispute any notice to Title Company made by the other party.

17.0 Default. If all the Purchaser's contingencies as provided in Section 7 of this Agreement are fulfilled to Purchaser's desire, and the Transaction does not close when required under this Agreement, Seller may terminate this Agreement as required under applicable law. In the case of any default by Seller, upon Purchaser's option, Purchaser may terminate this Agreement. Purchaser also shall have the right to specifically enforce this Agreement, provided that any action therefor is commenced within ninety (90) days after such right arises.

18.0 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser, and their respective successors and assigns. Purchaser shall not assign this Agreement without the prior written consent of Seller; provided, however, that the parties rights hereunder may be assigned to an entity formed by Seller and Purchaser for purposes of acquiring title to the Property, provided that such assignment be effective as of the Date of Closing.

19.0 Time is of the Essence. Time is and shall at all times be and remain of the essence of this Agreement.

20.0 Notices. Any notice required or permitted hereunder shall be in writing and shall be either personally served, e-mailed, mailed by certified mail, postage prepaid, return receipt requested, or by overnight courier service such as Federal Express, addressed:

If to the Seller, at:

Pleasant Valley Wildlife Property
Attn: Jim & Sandy Engandela
S15700 County Road U
Strum, WI 54770

Email: horizon@triwest.net

If to Purchaser, at;

Pleasant Valley Property, LLC
Attn: Jim Engandela
S15700 County Road U
Strum, WI 54770
Email: horizon@triwest.net

PV Legacy Investment, LP
Attn: Scott Deetz
4255 Quentin Avenue
St. Louis Park, MN 55416
Email: deetzscott@gmail.com

or, in either case, such other address as Seller or Purchaser, as the case may be, may from time to time designate by written notice to the other party hereto. Mailed notice shall be deemed to have been given one day following the date it is mailed as herein provided. Personally delivered or e-mailed notice shall be deemed given on the date the same is delivered.

21.0 Survival of Covenants. If Purchaser exercises the Transaction, all the terms, conditions, covenants and agreements contained herein shall survive the Closing hereunder and shall thereafter continue in full force and effect.

22.0 Recordation. The Parties' rights and obligations relating to this Agreement will be memorialized in a memorandum which shall be recorded by Purchaser, at Purchaser's option.

23.0 Entire Agreement. This Agreement embodies the entire agreement between Seller and Purchaser in relationship to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or undertakings of any sort or kind between the parties hereto with respect thereto other than those specifically set forth herein and in the annexed attachments. This Agreement may be amended only by a written instrument executed by both Seller and Purchaser.

24.0 Headings. The headings of the paragraphs of this Agreement are for convenience of reference only and do not form a part hereof and are not to be taken into account in any way in interpreting or construing the text of this Agreement or any part thereof.

25.0 Grammatical Adjustments. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

26.0 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of such shall constitute but one and the same agreement.

27.0 Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.

28.0 Third Party Beneficiaries. There are no oral agreements, understanding, representations or promises made by either party which modify, contradict or supersede this Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement of the parties concerning the Property and may be modified only by a written agreement signed by both parties.

29.0 Assignment. Purchaser shall be allowed to assign this Agreement to a third party without Seller's prior written consent.

30.0 Days. In the event any critical date of performance is a Saturday, Sunday or legal holiday, the date of performance shall be extended to the immediately following business day.

31.0 Severability. If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, such term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

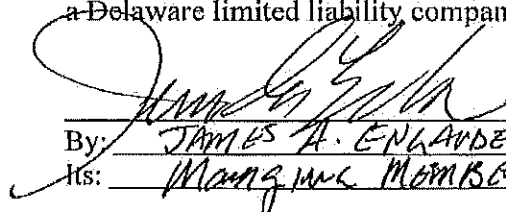
32.0 No Joint Venture. This Agreement shall not be deemed under any circumstances to create any joint venture or partnership between Purchaser and Seller or to render Purchaser and Seller joint venturers or partners.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

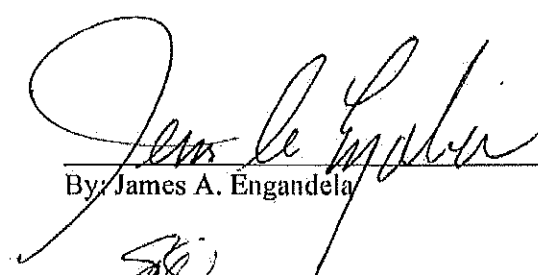
PURCHASER:

Pleasant Valley Property, LLC,
a Delaware limited liability company

By: 
Its: JAMES A. ENGANDELA

MANAGING MEMBER

SELLER:

By: 


By: Sandra L. Engandela

[Signature page to Option Agreement]

EXHIBIT A

Portion 1 of the Property:

18018-2-250936-310-0001 (Parcel 2)

Portion 2 of the Property:

18018-2-250936-420-0002 (Parcel 1)

18018-2-250936-320-0001 (Parcel 3)

18018-2-250936-130-0002 (Parcel 4)

18018-2-250936-240-0001 (Parcel 5)

18018-2-250936-230-0001 (Parcel 6)

18018-2-250396-120-0002 (Parcel 7)

18018-2-250936-210-0001 (Parcel 8)

18018-2-250936-220-0001 (Parcel 9)