

COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of this ____ day of March 2026 (the “Effective Date”), by and between Skyview at Bridgeport (A component Unit of the City of Bridgeport, Nebraska) (“Seller”) and Future Nebraska, LLC, a Nebraska limited liability company (“Buyer”). Seller and Buyer may each be referred to in this Agreement as a “Party” and collectively as the “Parties.”

ARTICLE 1 AGREEMENT TO SELL AND PURCHASE

1.1 On the terms and conditions set forth herein, Seller agrees to sell and Buyer agrees to buy the Real Properties, described below, together with the interest, easements, rights, benefits, improvements, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded, on the terms and conditions set forth in this Agreement:

Property 1

Address: 505 O Street, Bridgeport, Nebraska 69336

Legal Description:

Property 2

Address: 509 O Street, Bridgeport, Nebraska 69336

Legal Description:

1.2 The third parcel of land, which contains a garage, that is adjacent to the Real Property shall remain the property of Seller and Buyer shall have forty-five days from the closing date to remove any personal property located on the third parcel.

1.3 Seller also agrees to Sell and Buyer agrees to buy the personal property described below:

- (a) All permanently affixed equipment, machinery, fixtures, and other items of real and personal property, including all components thereof, located in, or used in connection with, and permanently affixed to or incorporated into the improvements, including but not limited to, furnaces, boilers, heaters, electrical equipment, heating plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems, and fire and theft protection equipment, and built-in oxygen and vacuum systems (“Fixtures”).

- (b) All machinery, equipment, furniture, furnishings, movable walls or partitions, trade fixtures, consumable inventory and supplies, and other personal property used or useful in the Property.

ARTICLE 2 PURCHASE PRICE AND DEPOSIT

2.1 Purchase Price.

The purchase price (the “Purchase Price”) payable by Buyer to Seller for the Property shall be the balance of the bond finance currently outstanding on the Property, which is approximately **SIX HUNDRED AND SIXTEEN THOUSAND AND SEVENTEEN DOLLARS and 35/100** (\$616,017.35). Buyer shall pay the Seller directly the outstanding bond finance amount in cash at closing. Seller shall use the funds paid by Buyer to satisfy the outstanding bond finance.

2.2 Buyer will not assume any personal liability to the bond or the repayment of the note.

2.3 Deposit.

Within a reasonable amount of time after the Effective Date of this Agreement, Buyer shall deposit with Stewart Title Guaranty Company (“Title Company”) the sum of **FIVE THOUSAND DOLLARS and 00/100** (\$5,000.00) as an earnest money deposit (“Initial Deposit”) and Title Company shall deposit it into an interest-bearing account with the interest for the benefit of the Buyer.

ARTICLE 3 CONDITIONS PRECEDENT

3.1 City Council Approval.

The parties agree that the Agreement is expressly contingent upon approval by the City Council in accordance with Nebraska law, which has already been duly authorized and approved pursuant to Resolution No. 2026-1, adopted on February 12, 2026. Furthermore, the sale of this property is subject to any other applicable State and/or Federal laws and the parties understand that the sale may be nullified if any applicable law is not complied with.

3.2 Statutory Compliance.

Seller’s conveyance is subject to compliance with all applicable Nebraska statutes governing municipal disposition of real property, including notice, publication, bidding (if applicable), and public hearing requirements. Although the parties contemplate that all statutory requirements are able to be satisfied at the time of the signing of this Agreement, in the event any requirements were to become present, or otherwise effect this Agreement, then this Agreement may need to become modified and/or rendered null and void.

3.3 Redemption of Bonds. Within a reasonable amount of time following the execution of this Agreement, Seller agrees to notify the Bond Trustee of the intent to redeem the bonds currently outstanding on the Property, which is approximately Six Hundred and Sixteen Thousand and Seventeen Dollars and 35/100 (\$616,017.35).

3.4 Buyer Due Diligence “AS-IS Purchase”.

Buyer acknowledges that it has had full and adequate opportunity prior to the execution of this Agreement to inspect, investigate, and evaluate the Property. Additionally, Buyer expressly waives any right to terminate, delay, or condition Closing based upon further inspections, studies, or investigations. The Property shall be conveyed from Seller to Buyer in “AS-IS, WHERE-IS” condition, free and clear of all liens and encumbrances, other than:

- (a) The bond finance, which will be satisfied by Seller upon receipt of the Purchase Price from Buyer.

**ARTICLE 4
TITLE AND CONVEYANCE**

4.1 Title Commitment.

Within a reasonable amount of time after the Effective Date, Title Company shall provide a preliminary title report (the “Preliminary Report”) and copies of the specific items and exceptions shown on the Preliminary Report (the “Specific Exceptions”) for the Property.

4.2 Permitted Exceptions.

Buyer shall have until ten (10) business days prior to the expiration of the Due Diligence Period to give notice in writing to Seller of any objection to the Preliminary Report and/or the Specific Exceptions. Within five (5) business days after receipt of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to Specific Exceptions. The failure of Seller to respond to Buyer’s objections to the Exceptions shall be deemed notice of the refusal of Seller to remove from title to the Property all Specific Exceptions to which Buyer objected. If Seller refuses to remove from title to the Property any Specific Exceptions objected to by Buyer then Buyer shall elect whether to: (i) purchase the Property subject to those objected-to Specific Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer terminates this Agreement pursuant to this Section, Buyer’s Deposit shall be returned to Buyer.

4.3 Conveyance.

Seller shall convey the Property to Buyer free and clear of any monetary encumbrances. At Closing, Seller shall convey title by special warranty deed or other instrument as directed by the Title Agent. Title shall be subject only to Permitted Exceptions. In the event Seller is unable to

convey this property with free and clear title, then this agreement shall become null and void and of no further force and effect, and the earnest money deposit of Buyer shall be returned to Buyer.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Seller Represents:

Seller represents that:

- (a) Seller is a duly organized Nebraska municipal corporation validly existing and in good standing under the laws of the State of Nebraska.
- (b) Seller has the full power, authority and legal right to execute, deliver, and perform and observe the provisions of this Agreement and to convey the Property to Buyer, subject to any State, Federal, or other law that may impact Seller's ability to legally convey the property.
- (c) Seller is not a foreign person within the meaning of Section 897 or 1445 of the Code, nor is Seller a U.S. Real Property Holding Company within the meaning of Section 897 of the Code.
- (d) There is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Seller or the ownership or operation of the Property, including, but not limited to, any condemnation action relating to the Property.

Seller makes no other representations or warranties, express or implied.

5.2 Buyer Represents:

Buyer represents solely that:

- (a) Buyer is a duly organized Nebraska limited liability company validly existing and in good standing under the laws of the State of Nebraska.
- (b) Buyer has the full power, authority and legal right to execute, deliver, and perform and observe the provisions of this Agreement and to purchase the Property from Seller.
- (c) Buyer has conducted independent investigation of the Property.

- (d) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against Buyer, nor are any of such proceedings contemplated by Buyer.

Buyer makes no other representations or warranties, express or implied.

ARTICLE 6 CLOSING

6.1 Closing Date.

Closing shall occur on or before April 30, 2026 (“Closing Date”) at the office of the Title Company or at another date mutually agreed upon by the parties.

6.2 Seller Deliveries.

On or before the Closing Date, Seller shall deliver the following documents to the Title Company relating to the Property:

- (a) One (1) original executed Deed for the Property.
- (b) Two (2) original executed counterparts of the bill of sale for the Personal Property (if applicable).
- (c) One (1) executed municipal approval resolution.

6.3 Buyer Deliveries.

On or before the Closing Date, Buyer shall deliver the following to the Title Company:

- (a) The Purchase Price in cash, certified funds or wire.
- (b) Executed closing statements as required by the Title Company.

6.4 Prorations.

If applicable, real estate taxes shall be prorated through the Closing Date based upon the most recent levy.

6.5 Possession.

Possession shall transfer upon recording of Deed unless otherwise agreed in writing by both parties.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 Buyer Default.

Seller shall have the right to terminate this Agreement, and to the Lease Agreement previously executed by the parties which gave rise to this purchase, in the event Buyer defaults in the performance of its material obligations under this Agreement if Buyer fails to cure such default within ten (10) days of receipt of Notice from Seller to Buyer. If the Agreement is terminated by Seller because Buyer fails to consummate the Closing as a result of a default by Buyer under this Agreement, Seller's sole and exclusive remedy prior to the Closing Date shall be to terminate this Agreement, and the lease agreement between the parties, by giving written notice of termination to Buyer and Escrow Agent, whereupon (A) Escrow Agent shall promptly release to Seller the Deposit, and all interest accrued thereon, (B) Escrow Agent shall return to Buyer and Seller all documents deposited by them respectively, which are then held by Escrow Agent. With respect to any action by Seller against Buyer commenced after the Closing Date, Seller expressly waives any right to any speculative, consequential, or punitive damages.

9.2 Seller Default.

Buyer shall have the right to terminate this Agreement in the event Seller defaults in the performance of its material obligations under this Agreement if Seller fails to cure such default within ten (10) days of receipt of Notice from by Buyer to Seller. If the Agreement is terminated by Buyer because Seller fails to consummate the Closing as a result of a default by Seller under this Agreement, Buyer's sole and exclusive remedy prior to the Closing Date shall be to terminate this Agreement by giving written notice of termination to Seller and Escrow Agent, whereupon (A) Escrow Agent shall promptly release to Buyer the Deposit, and all interest accrued thereon, (B) Escrow Agent shall return to Seller and Buyer all documents deposited by them respectively, which are then held by Escrow Agent. With respect to any action by Buyer against Seller commenced after the Closing Date, Buyer expressly waives any right to any speculative, consequential, or punitive damages.

ARTICLE 10 RISK OF LOSS

10.1 Risk of Loss.

All risk of loss with respect to Closing Documents, the Property shall remain with Seller until the Closing and delivery, when full risk of loss with respect to the Property shall pass to Buyer.

10.2 Remedies if Loss Occurs.

In the event of any material damage to or destruction of the Property on or prior to the Closing Date, (a) Seller shall give prompt notice to Buyer, and (b) Buyer may, at its option, by notice to Seller given within ten (10) days after Seller notifies Buyer of such damage or destruction (and if necessary the Closing Date shall be extended to give Buyer the full ten (10)-day period to make such election): (a) terminate this Agreement or (b) proceed to Closing under this Agreement, receive any insurance proceeds or an assignment of insurance proceeds if proceeds are not yet available to Seller as a result of such damage or destruction and assume responsibility for such repair, and Buyer shall receive a credit at Closing for any deductible amount under said insurance policies. If Buyer elects (b) above, Buyer may extend the Closing Date for up to an additional ten (10)-day period in which to obtain insurance settlement agreements with Seller’s insurers, and Seller will cooperate with Buyer in obtaining the insurance proceeds or assignment of insurance proceeds and such agreements from Seller’s insurers. If the Property is not materially damaged, then Buyer shall not have the right to terminate this Agreement, but (i) Seller shall, at its cost, repair the damage before the Closing in a manner reasonably satisfactory to Buyer or, (ii) if repairs cannot be completed before the Closing, Buyer shall receive any insurance proceeds or an assignment of insurance proceeds if proceeds are not yet available due the Seller as a result of such damage or destruction and assume responsibility for such repair. **“Material damage”** and **“materially damaged”** means damage which is reasonably expected to cost more than \$50,000.

**ARTICLE 11
MISCELLANEOUS**

11.1 Notice

Any notice, request for consent or approval, election or other communication provided for or required by this Agreement shall be in writing and shall be delivered by hand, by air courier service, postage prepaid (certified with return receipt requested) or electronic transmission followed by delivery of the hard copy of such communication by air courier service or mail as aforesaid, addressed to the person to whom such notice is intended to be given at such address as such person may have previously furnished in writing to the such party’s last known address. Until receipt of written notice to the contrary, the parties’ addresses for notices shall be:

To Buyer:

Future Nebraska, LLC
14260 W Newberry Road #337
Newberry, FL 32669
lrcmanagement@msn.com

To Seller:

11.2 Assignment; Successors.

Neither Party shall assign this Agreement without the prior written consent of the other. Subject to the limitations on assignment set forth above, all the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the heirs, successors and assigns of the parties hereto.

11.3 Severability.

Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.

11.4 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument. In order to expedite the transaction contemplated herein, telecopied or electronic PDF signatures may be used in place of original signatures on this Agreement. The parties intend to be bound by the signatures on the telecopied or electronic PDF document, are aware that the other party will rely on the telecopied or electronic PDF signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

11.5 Time is of the Essence.

Time is of the essence of this Agreement.

11.6 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Venue shall be Morrill County, Nebraska.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement by parties legally entitled to do so as of the day and year first set forth above.

“BUYER”:

FUTURE NEBRASKA, LLC
a Nebraska limited liability company

By: _____

Name: _____

Its: _____

“SELLER”:

SKYVIEW AT BRIDGEPORT
A component Unit of the City of Bridgeport,
Nebraska

By: _____

Name: _____

Its: _____