

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of the date of the last signature below (the "**Effective Date**"), by and between and CARNEY ENTERPRISES OF MICHIGAN, LLC, a Michigan limited liability company ("**Seller**"), and QPS MICHIGAN HOLDINGS, LLC, a Michigan limited liability company, on behalf of its permitted assign or designee (the "**Purchaser**"). Purchaser and Seller are sometimes referred to individually as a "**party**" and collectively as the "**parties**".

1. **Background and Agreement.** Seller owns certain improved property known as 1066 East M-36, Pinckney, Michigan 48169. Purchaser desires to acquire the property subject to its receipt of the Governmental Approvals (defined below). On and subject to the terms and conditions of this Agreement, Seller agrees to sell, and Purchaser agrees to purchase the Property.

2. **Property.** As used in this Agreement, the term "**Property**" shall include all of the following: The real estate ("**Real Estate**") described on Exhibit "A" attached hereto and incorporated herein by reference, and all right, title and interest of Seller, in any improvements situated thereon, and in any street, road or avenue, open or proposed, in front of or adjoining the Real Estate, or any part thereof, to the centerline thereof, together with all right, title and interest of the Seller in or to the use of any easements or rights-of-way abutting or adjoining the Real Estate, all air, mineral and riparian rights, all tenements, hereditaments, privileges and appurtenances of any kind thereto belonging or in any way appertaining thereto; all fixtures, equipment, and other items of personalty owned by Seller and situated at the Real Estate or used in connection therewith including ("**Personal Property**"), excluding such business property that Seller desires to retain (which shall not be included in the sale); and all intangible property of every kind, contract rights, warranties and guaranties, plans, certificates, governmental approvals, construction specifications, development rights, permits, licenses, and entitlements, books, records, franchises, and similar rights and items ("**Intangible Property**") owned by Seller with respect to the ownership, occupancy, or use of the Real Estate.

3. **Purchase Price.** The purchase price for the Property shall be Six Hundred Thousand and 00/100 (\$600,000.00) Dollars ("**Purchase Price**"), payable as follows:

A. **Deposit.** Within three (3) business days after full execution hereof, Purchaser shall deposit in escrow with Liberty Title Insurance Company ("**Title Company**"), an earnest money deposit in the amount of Ten Thousand and 00/100 (\$10,000.00) Dollars (the "**Deposit**"). The Deposit shall be applicable to the Purchase Price at Closing or otherwise disbursed in accordance with this Agreement.

B. **Balance.** The balance of the Purchase Price shall be paid, plus or minus closing adjustments, as the case may be, in immediately available funds to the Title Company for disbursement at Closing in exchange for a Warranty Deed conveying fee simple, marketable title to Purchaser, free and clear of any and all liens or encumbrances except as specifically set forth herein and subject only to those easements and restrictions of record as are agreeable to Purchaser in its sole discretion.

4. Evidence of Title; Survey.

A. *Title Commitment; Survey.* Within three (3) business days after the Effective Date, Seller shall order a commitment for an A.L.T.A. owner policy of title insurance to be issued at Closing (or as soon as possible thereafter), in the amount of the total Purchase Price, which commitment shall be issued by Title Company to bear a date later than the date hereof (the "**Title Commitment**"). Upon receipt of the Title Commitment, Seller shall furnish the same to Purchaser. At the time of Closing, a policy of title insurance ("**Title Insurance Policy**") pursuant to the Title Commitment shall be ordered for delivery to Purchaser as soon thereafter as possible. Seller shall pay the costs of the premium for the Title Insurance Policy, which Title Insurance Policy shall be issued without standard exceptions and subject only to Permitted Exceptions (defined below); provided, however, that if Purchaser requires extended coverage and any endorsements thereto, the same shall be at Purchaser's cost; and provided further that Seller shall cooperate with Purchaser's efforts to eliminate standard exceptions by delivering an Owner's Affidavit and taking such other reasonable actions as may be required in connection with the same. The parties acknowledge that, in connection with a prior agreement between the parties (which did not result in the transfer of the Property), Seller previously furnished Purchaser with a survey of the Property which was in Seller's possession (the "**Existing Survey**"). If not previously updated, Purchaser shall have the right to obtain an update to such Existing Survey, including having it recertified to Purchaser and/or its lender, or to obtain a new survey of the Property (the "**Updated Survey**") at Purchaser's sole cost. If it is Purchaser's intent to order an Updated Survey, Purchaser shall do so no later than thirty (30) days prior to the expiration of the Inspection Period (defined below) and shall advise Seller of the same and shall further keep Seller apprised of the progress of such Updated Survey. The Existing Survey and Updated Survey are sometimes referred to hereafter collectively as the "**Survey**".

B. *Title Objections and/or Survey Objections.* If Purchaser objects to any title matter, within seven (7) days after receipt of the Title Commitment, Seller shall have fifteen (15) days from the date it is so notified in writing to use commercially reasonable efforts to remedy such title matter and to deliver a revision of the Title Commitment satisfactory to Purchaser. If Purchaser objects to any survey matter, within ten (10) days after receipt of the Updated Survey, Seller shall have thirty (30) days from the date it is so notified in writing to use commercially reasonable efforts to remedy such survey matter and to request a revision of the Updated Survey satisfactory to Purchaser, at the sole cost of the Purchaser. If any matter is not or cannot be remedied within this time, Purchaser shall have the right to (a) waive its objection(s) to such defect(s) and proceed to Closing, or (b) terminate this Agreement, in which event the Deposit (excluding any Extension Fee(s) (defined below) released to Seller) shall be promptly refunded to Purchaser.

C. *Permitted Exceptions.* At Closing, Title Company shall update the Title Commitment as of the date of the Closing, shall issue the policy with standard exceptions and insuring any gap between the date of the Closing and when the deed is recorded and appears in the county records, and endorse the Title Commitment to Purchaser's satisfaction. Seller shall discharge any liens or encumbrances that can be discharged by payment of money at or prior to the Closing and such items shall under no circumstances be deemed to be Permitted Exceptions (defined below). Any items which Purchaser waives its objections or otherwise fails to object to in writing shall be "**Permitted Exceptions**."

5. Inspection Period.

A. *Inspection Period; Testing.* During the one hundred twenty (120) day period commencing on the Effective Date (as may be extended from time to time as provided hereafter, the “**Inspection Period**”), Purchaser and its agents shall have the right (i) to enter upon the Real Estate at all reasonable times (and subject to the restrictions set forth below) and to conduct thereon such tests, studies and investigations as Purchaser shall reasonably require and otherwise to investigate all other aspects, physical, environmental, zoning, financial and otherwise, of the Property (collectively, the “**Testing**”), and (ii) in its sole and absolute discretion, to notify Seller of its satisfaction with such Testing. Purchaser and Seller shall cooperate to schedule all desired Testing. Purchaser agrees to incur all the costs associated with the Testing and to indemnify and hold harmless the Seller for any damages resulting from said Testing. In the event any portion of the Property is altered by Purchaser’s Testing activities, Purchaser shall, at its cost, promptly restore such portion of the Property to its condition prior to such alteration. Purchaser indemnifies and holds Seller, its employees, and its agents harmless from any and all claims, liabilities, obligations, costs, and expenses arising from or related to Purchaser’s or Purchaser’s agents’, employees’, or invitees’ entry on the Property. Purchaser’s obligation to restore the Property, and Purchaser’s indemnification of Seller, its employees, and its agents, in each case as set forth above in this Section, shall survive the termination of this Agreement. Purchaser shall have the unfettered right to terminate this Agreement at any time during the Inspection Period by providing notice of its election to terminate to Seller. If Purchaser so terminates, the Deposit (less any Extension Fees (defined below) already released to Seller) shall immediately be returned to Purchaser (unless Purchaser is in default beyond notice and applicable cure periods), and neither party shall have any further obligations hereunder except as otherwise provided herein.

The parties acknowledge that, to the extent such items existed, Seller previously delivered to Purchaser all documents, instruments, records, studies, reports surveys, licenses, leases, warranties, agreements, permits (including building or wetland permits), reports, site plans, appraisals, inspection reports, engineering plans, surveys, title policies and commitments, environmental studies relating to the Property (the “**Property Information**”). Seller represents and warrants that there are no updates to any such Property Information which may have been previously provided.

B. *Permit; Governmental Approvals.* From and after the Effective Date, Purchaser shall pursue all local governmental approvals necessary in connection with the development, construction, ownership and operation of the Property for a licensed cannabis retail store including specifically, and without limitation, special land use approval, site plan approval, and a local adult use cannabis permit (the “**Permit**”) (collectively, the “**Governmental Approvals**”). Seller agrees that it shall hereafter, at no cost to Seller, reasonably cooperate with Purchaser’s efforts to obtain all Governmental Approvals.

C. *Extensions of Inspection Period.* Purchaser shall have the option to extend the Inspection Period by up to four (4) additional thirty (30) day periods (for a total of one hundred twenty (120) days). Purchaser shall notify Seller and Seller’s counsel via email prior to exercising each extension and, in consideration for each such extension, Title Company shall release Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars to Seller (each, an “**Extension Fee**”). The

Extension Fees(s) shall be non-refundable and immediately earned by Seller, except as otherwise provided herein, and shall be applied to the Purchase Price at the Closing if the transaction closes.

6. Delivery of Possession. Exclusive possession of the Property shall be delivered to Purchaser at the Closing.

7. Seller's Representations, Warranties and Covenants. Seller represents, warrants, and covenants unto Purchaser, as of the date hereof, and as of the date of Closing and to survive thereafter for a period of twelve (12) months, notwithstanding the delivery of any closing documents, as follows:

A. To the best of Seller's knowledge, the legal description set forth in Exhibit "A" is an accurate legal description of the Property. Seller is a limited liability company duly formed and in good standing under the laws of the State of Michigan. Seller has all requisite power and authority to enter into this Agreement and to sell the Property to Purchaser in accordance with the terms hereof and to perform each and every term of this Agreement to be performed by Seller. The party executing this Agreement on behalf of Seller is authorized to do so on behalf of Seller without obtaining any approvals or consents from any third parties. Neither the execution nor the delivery of this Agreement, nor the consummation of the purchase and sale contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with or will result in the breach of any of the terms, conditions, or provisions of any agreement or instrument to which it is a party or by which it, or any of its assets is bound.

B. There are no leases, tenancies, licenses, other rights of occupancy or use for any portion of the Property that will be binding on Purchaser after Closing. There are no service or other agreements which would bind Purchaser after the Closing, all of which shall be terminated by Seller on or before Closing at its own expense.

C. To the best of Seller's knowledge, (i) there are no violations of any building, fire, safety or health codes, ADA, disabled persons or handicappers' rights laws, zoning ordinances or licensing laws of any municipal or governmental authority whatsoever (and Seller has not received notice of any such violations or alleged violations); (ii) the Property is in compliance with all applicable local, state, and federal laws and regulations; and (iii) there are no assessments, charges, impact fees, paybacks or obligations for improvements or services affecting the Property.

D. From the Effective Date until the Closing Date, Seller shall operate, repair and maintain the Property in good condition and repair, shall pay all taxes, costs, fees, and other charges related to the Property or operations thereon as and when due, and shall permit no wasting of the Property (or otherwise take any act, or refrain from any action, which could diminish the value of the Property or any part thereof). The Property and Seller are insured against claims for liability due to injury to persons or property at the Property, and Seller shall maintain all such policies in place until the Closing.

E. Seller shall not transfer the Property (or any portion thereof), create any lien or encumbrance thereon, grant any easements or rights of way or similar rights of use or possession, or enter into any contract, which is not cancelable on and as of the Closing Date. No labor has been performed or material furnished for the Property or the improvements thereon for

which the Seller has not heretofore fully paid, or for which a construction lien or liens can be claimed by any party or concern, nor will any such labor be performed or material furnished as of the date of closing for which a construction lien or liens can be claimed by any party or concern.

F. Seller is not a "foreign person" as defined in §1445(f)(3) of the Internal Revenue Code and regulations promulgated thereunder, which Seller shall so certify at Closing. Neither Seller nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person of entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC or under any statute, executive order or other governmental action. Seller is not a "foreign person" as defined in §1445(f)(3) of the Internal Revenue Code and regulations promulgated thereunder, which Seller shall so certify at Closing.

G. To the best of Seller's knowledge, there are no lawsuits, real estate tax appeals, condemnation proceedings or environmental investigations, pending or threatened, which could impact the Property (or any part thereof) or Seller's ability to convey same. Seller shall provide Purchaser with additional written notice of any threatened or pending suits, actions, or proceedings related to the Property from and after the Effective Date upon receipt of the same.

H. To Seller's knowledge, (i) the condition of the Property is not in violation of any law, ordinance, rule or regulation applicable thereto and concerning hazardous materials or toxic substances or wastes, including but not limited to asbestos, underground storage tanks, petroleum products, PCB's and other contaminants or pollutants (collectively, "**Hazardous Materials**") as defined or regulated in applicable federal, state or local laws, rules, regulations, codes, ordinances or common law, (ii) the soil surface, water and ground water on the Property are free from any Hazardous Materials or other contaminants, and (iii) no portion of the Property has been used for the treatment, storage, handling or disposal of any Hazardous Materials. There are no underground or above ground storage tanks of any kind or size located in, at, on, or under the Property or any properties adjacent thereto.

I. As used herein, all references to Seller's knowledge shall mean the actual or constructive knowledge of Michael Carney without a duty of inquiry.

8. Additional Covenants of Seller. From the Effective Date through the Closing, Seller: (i) shall close all open or expired permits, shall cure all violations and pay all fines, penalties and interest in connection therewith prior to the Closing Date; if Seller fails to make such payments at or prior to Closing, Purchaser shall have the right to deduct and apply such amounts from the Purchase Price at Closing for payment of such fines, penalties and interest; (ii) shall not file for, pursue, accept or obtain any zoning, land use permit or other development approval or entitlement, or consent to the inclusion of the Property into any special district, in each case without the prior consent of Purchaser, which may be withheld in Purchaser's sole and absolute discretion; (iii) shall immediately provide Purchaser any notice(s) of alleged violations in connection with the Property (or any part thereof) and any fact or circumstances, and supporting documentation, evidencing matters that could materially affect the Property or Seller's ability to consummate the proposed transaction; and (iv) shall promptly notify Purchaser in writing of any insurance claim, condemnation claim, or any other proceeding, claim, litigation, or action, and Seller shall not consent to settlement of any such claim without the consent of Purchaser.

9. Conditions Precedent. The obligation of Purchaser to consummate the transaction contemplated in this Agreement, shall be conditioned upon satisfaction of each of the following conditions precedent as of the applicable date set for satisfaction: (a) satisfaction of the title and survey conditions of Section 4; (b) there shall be no material adverse changes in the physical or economic condition of the Property (or any portion thereof) from the expiration of the Inspection Period to the date of Closing; (c) all of Seller's representations, warranties and agreements contained herein shall be true and correct in all respects as of the date hereof and on the date of Closing; and (d) receipt of the Permit. If the conditions precedent above have not been satisfied or waived on or before the date of Closing, then Purchaser may (i) waive such condition(s) and proceed with Closing, or (ii) terminate this Agreement upon notice thereof to Seller, in which event Purchaser shall thereupon receive an immediate refund of the Deposit (less an Extension Fee(s) already released to Seller), and Purchaser and Seller shall be relieved of any and all liability hereunder except to the extent that such liability expressly survives termination of this Agreement. If the failure of one or more conditions is caused by a Seller default, Purchaser may also pursue any other rights or remedies available hereunder, at law, or in equity.

10. Closing. Unless agreed otherwise by the parties, Purchaser and Seller shall close this transaction ("**Closing**") on the date (the "**Closing Date**") that is no more than ten (10) days following the expiration date of the Inspection Period (as the same may have been extended), but in no event shall Closing occur prior to the satisfaction of all conditions precedent unless Purchaser elects in writing to waive any such conditions precedent. The Closing shall take place in-person or through an escrow with the Title Company. Notwithstanding anything to the contrary herein, the Closing must occur on or prior to December 31, 2025 (the "**Outside Date**"), subject to the terms and conditions hereof, or either party shall have the right to terminate this Agreement upon written notice to the other party. If either party so terminates, Purchaser shall receive an immediate refund of the Deposit less any Extension Fees already released to Seller, and neither party shall have any further liabilities or obligations hereunder unless otherwise provided in this Agreement.

A. At Closing, the following documents, in such form and content as are reasonably satisfactory to Purchaser, shall be executed by Seller and/or delivered to Purchaser: (a) a Warranty Deed conveying fee simple title to Purchaser free and clear of all liens and encumbrances and subject only to the Permitted Exceptions, along with a Real Estate Transfer Tax Valuation Affidavit; (b) Bill of Sale and Assignment as to the Personal Property, if any, being conveyed to Purchaser at Closing; (c) an Assignment and Assumption of Intangible Property; (d) a Bring Down Certificate certifying that Seller's warranties and representations are true, accurate and complete in all respects as of the Closing Date, and to survive hereafter; (e) closing statement, owner's affidavit, non-foreign person affidavit, evidence of authority, and such other documents as are reasonably necessary or requested by Purchaser or Title Company to complete this transaction.

B. At Closing, Purchaser shall deliver into escrow: (a) the balance of the Purchase Price, subject to any credits or Closing adjustments called for under this Agreement; (b) a counterpart executed copy of the Assignment and Assumption of Intangible Property; (c) a counterpart executed copy of the closing statement; and (d) evidence of Purchaser's authority to enter into and consummate this transaction and such other documents as are reasonably necessary or requested by Seller or Title Company to complete this transaction.

11. Closing Costs and Adjustments.

A. The following shall be apportioned on the Closing Statement against sums due Seller at Closing: All taxes and special assessments of whatever nature and kind which have become a lien on the Property or due and payable as of the date of Closing shall be paid and discharged by Seller. Seller shall be responsible for all taxes up to but not including the date of Closing, and Seller shall pay for all special assessments (including installments of the same, even if such installments would be due on or after the Closing if the assessment was issued during Seller's ownership of the Property). Purchaser shall be responsible for all taxes that become due and payable on and after the Closing. Taxes shall be prorated on a "due date" basis as if paid in advance in accordance with local custom. Seller shall pay for all state, county and local real estate conveyance, stamp, transfer and similar taxes and revenue stamps due upon Closing. Purchaser shall pay for the cost of recording the Warranty Deed. Seller shall pay for the cost of the premium for the Title Insurance Policy.

B. Seller and Purchaser shall each pay for one half (1/2) of the closing, title search, escrow, and other costs assessed by the Title Company. All other costs, fees, and expenses related to the Property and this transaction shall be paid in accordance with local custom.

C. Seller shall pay, in full, not later than Closing, all outstanding bills of utility companies and service providers through the Closing Date. In the event that there are outstanding bills which have not been paid by Seller and which relate to periods on or before the Closing Date, then, in such event, a utility escrow shall be established with the Title Company in order to insure that there are funds available to pay such bills following the Closing Date and following Closing, and at such time as the bills have been issued, the parties shall prorate such bills and any funds escrowed shall be used to pay such bills with the remaining escrowed amounts payable to Seller.

12. No Assumption of Liability; AS IS SALE. Purchaser shall not assume, or accept liability for, and Seller shall remain liable for and shall discharge when due, and indemnify, defend and hold Purchaser free and harmless of and from, all debts, expenses, liabilities, obligations, contracts, commitments, claims, suits, and actions against Seller with respect to the Property first arising or accruing (in whole or in part) prior to the Closing. IN THE EVENT OF CLOSING, PURCHASER IS PURCHASING THE PROPERTY IN ITS CURRENT "AS IS" CONDITION "WITH ALL FAULTS" EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, THE WARRANTY DEED, OR OTHER DOCUMENTS OR INSTRUMENTS DELIVERED AT CLOSING. The parties acknowledge, agree and accept that Purchaser is not acquiring the business of Seller and shall not, under any circumstances, be subject to any successor liability in connection therewith.

13. Default; Remedies. If Seller breaches any term, covenant, warranty or condition of this Agreement, or if it fails to consummate the transaction contemplated in this Agreement for any reason, and such breach or failure continues for a period of ten (10) days after its receipt of written notice, except to the extent caused by Purchaser's default, Purchaser shall be entitled: (a) to enforce specific performance of this Agreement; or (b) to terminate this Agreement and be relieved of its obligations hereunder and immediately have the Deposit and Extension Fees, if any, returned to Purchaser, and reimbursement by Seller of all third party, out of pocket costs and

expenses incurred by Purchaser in connection with the transaction contemplated hereby, same being payable fifteen (15) days. If Purchaser fails to consummate the transaction contemplated in this Agreement as and when required (and still fails to do so within ten (10) days of receipt of notice of default from Seller), except to the extent caused by Seller's default or failure of Seller to satisfy any conditions precedent to Purchaser's obligations set forth herein, Seller will have the right to terminate this Agreement by giving Purchaser notice of its election to terminate. The termination of this Agreement and the retention of the Deposit and Extension Fees, if any, as applicable, shall be the sole remedy available to Seller for Purchaser's failure to consummate the transaction, it being expressly understood and agreed that Purchaser will not be liable for damages or subject to any action for specific performance. The provisions and remedies contained in this Section shall survive the termination of this Agreement.

14. Destruction or Damage; Condemnation. In the event of destruction or damage to the Property prior to the date of Closing, Purchaser shall, at its option, have the right to (a) accept the Seller's repair of the Property to the state existing prior to the damage, if such damage can be repaired prior to the date set for Closing or within such additional period of time as Purchaser may (but shall have no obligation to) permit; (b) take the proceeds of any insurance, requiring Seller to pay to Purchaser any deductibles, and to proceed and go forward with the transaction; or (c) declare the transaction to be void and of no further force or effect, in which event Purchaser shall thereupon receive a refund of the Deposit, reimbursement of all of its third party and out of pocket costs, and be relieved of any and all liability hereunder. In the event that notice of any action, suit or proceeding shall be given prior to the Closing Date for the purpose of condemning any part of the Property, then Purchaser shall have the right to terminate its obligations hereunder within fifteen (15) days after receiving written notice of such condemnation proceeding from Seller, and upon such termination, the proceeds resulting from such condemnation shall be paid to Seller, and Purchaser shall thereupon receive a refund of the Deposit and be relieved of any and all liability hereunder. In the event Purchaser shall not elect to terminate its obligations hereunder, the proceeds of such condemnation shall be assigned and belong to Purchaser.

15. Brokers. Purchaser and Seller hereby certify, represent and warrant, each to the other, that except with respect to Dina Sabuda ("**Seller's Broker**"), whose commission shall be paid for by Seller, they have not employed, engaged, retained or consulted any broker, agent or finder in connection with the negotiations connected to this Agreement or the purchase and sale referenced to herein, and Purchaser and Seller shall indemnify each other and hold each other harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments and damages (including costs of reasonable attorneys' fees) which may be asserted or recovered against each other on account of any brokerage fee, commission or other compensation arising by reason of Purchaser's or Seller's breach of this representation and warranty.

16. Notices. Any notices, demands or requests required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given or sent upon the date of such service if: (a) served personally upon the party for whom intended; (b) mailed by registered or certified mail, postage prepaid, return receipt requested; (c) sent by Federal Express or other nationally recognized over-night carrier; (d) by facsimile (with delivery or "sent" confirmation); or (e) by e-mail (with receipt confirmation) or upon confirmation of receipt by the receiving party (such as a return email stating "received" or the like), to the following:

(i) If to Seller, to: Carney Enterprises of Michigan, LLC
Attn: Michael Carney
455 S. Howell Street
Pinckney, MI 48169
Email: carneyscompleteauto@gmail.com

With required copy to: Leonard K. Berman, Esq.
Hainer & Berman, P.C.
24255 W. 13 Mile Road, Suite 270
Bingham Farms, MI 48025
Email: lberman@hainerberman.com

(ii) If to Purchaser, to: QPS Michigan Holdings LLC
Attn: Ankur Rungta
4420 Varsity Drive
Ann Arbor, MI 48108
Email: ankur@c3industries.com

With a required copy to: Ian L. Gross, Esq.
4420 Varsity Drive
Ann Arbor, MI 48104
Email: igross@c3industries.com

or to any other addresses designated in writing by the receiving party to the other parties in accordance with the provisions of this Agreement.

Any notice duly given or sent as provided above shall be deemed received: (a) on the date such notice was duly given if served personally upon the party for whom intended; (b) three (3) days after the date such notice was receipted for, if mailed by registered or certified mail, as provided herein (provided, however, if the recipient of the registered or certified mail rejects delivery of the notice, a copy may thereafter be sent by USPS priority mail, and delivery shall be deemed received three (3) days after such mailing, proof of which shall be through tracking information available through the USPS); (c) the next business day if sent by FedEx or other nationally recognized overnight carrier; (d) on the date of the delivery or "sent" receipt for any notice that was sent by facsimile; or (e) for any notice that was sent by e-mail, on the date of the electronic confirmation receipt or upon receipt of a confirmation email from the receiving party (such as a return email stating "received" or the like).

17. Confidentiality. Neither prior to nor after Closing shall any party disclose the financial and economic terms and conditions of the transaction contemplated herein except as may be desirable by Purchaser in connection with its pursuit of the Governmental Approvals, as may be required by law or necessary or appropriate in the ordinary course of its business. The parties agree that, prior to Closing, no party shall, with respect to this Agreement and the transactions contemplated hereby, make any public pronouncements, issue press releases or otherwise furnish information regarding this Agreement or the transactions contemplated to any third party without the consent of the other party, which consent shall not be unreasonably withheld (except to such

equity partners, investors, attorneys, accountants, investment advisors, lenders and others as are reasonably required to evaluate and consummate that transaction).

18. Miscellaneous. This written Agreement, including all exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein. This Agreement may be amended only by a written agreement subsequently executed by all parties hereto. In the event of a dispute arising out of this Agreement, and as a material part of the consideration for this Agreement, the parties hereby knowingly and voluntarily waive their right to a jury trial. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default. In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be. Except as otherwise provided in this Agreement or to the extent caused by or resulting from the acts or omissions of Purchaser or its employees, agents or contractors, Seller shall indemnify, defend and hold Purchaser harmless from and in respect of any claims asserted by tenants, creditors or employees of or claimants against Purchaser, Seller or the Property arising out of events occurring prior to the date of Closing, including, without limitation, any prior purchase agreement for the Property. In no event shall Purchaser or Seller assume any liability of the other party, except as expressly set forth herein. Except as otherwise provided in this Agreement or to the extent caused by or resulting from the acts or omissions of Seller or its employees, agents or contractors, Purchaser shall indemnify, defend and hold Seller harmless from and in respect of any claims asserted by tenants, creditors or employees of or claimants against Seller, Purchaser or the Property arising out of events occurring after the date of Closing. Seller acknowledges that Purchaser will expend tremendous out of pocket costs in connection with its diligence efforts and pursuit of Governmental Approvals, and that Purchaser will be irreparably damaged in the event of a Seller default due to the unique location of the Property and the limited availability of properties that are eligible for Purchaser's intended use of the Property. Purchaser may freely assign this Agreement without Seller's consent; provided, however, that Purchaser shall provide Seller with notice of such assignment and Purchaser shall remain primarily liable for performance hereunder. This Agreement may be executed in one or more counterpart copies, all of which together shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on all parties. This Agreement may be executed in telecopy (faxed) copies and electronic (e-mail) copies and facsimile and electronic signatures (such as DocuSign) shall be binding upon the parties. All of the terms and obligations set forth in this Agreement shall survive the Closing and the conveyance of the Property, where context so requires (including specifically, and without limitation, the warranties, representations, covenants, and payment and indemnity obligations of Seller unless otherwise set forth therein). No delay or omission in the exercise of any right or remedy accruing to Purchaser upon any breach or default by Seller under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach or default theretofore or thereafter occurring. The waiver by Purchaser of any condition, or the breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any other condition, or of any subsequent breach of any term, covenant or condition herein contained. In the event the

last date for performance of any obligation or for giving any notice hereunder falls on a Saturday, Sunday or legal holiday of the state wherein the Real Estate is located, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday in such state. The federal illegality of cannabis shall not be alleged as a defense to the validity or enforceability of this Agreement, and any such defense or argument is expressly waived by the parties. Seller or Purchaser will not, by virtue of this Agreement, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venture. In addition, by virtue of this Agreement there will not be deemed to have occurred a merger or any joint enterprise between Purchaser and Seller.

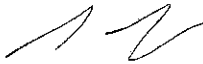
[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE TO PURCHASE AGREEMENT

IN WITNESS WHEREOF, this Agreement shall be deemed entered into as of the Effective Date.

PURCHASER:


QPS MICHIGAN HOLDINGS, LLC,
a Michigan limited liability company, on
behalf of its assign or designee

By: 
Name: Ankur Rungta
Its: Manager

Date signed by Purchaser: February 11, 2025

SELLER:

CARNEY ENTERPRISES OF
MICHIGAN, LLC, a Michigan limited
liability company

By: 
Name: Michael Carney
Its: Member and Authorized Signatory

Date signed by Seller: February 11, 2025

EXHIBIT "A"
To Purchase Agreement

*Legal Description of the Property**

The certain improved parcel of real property situated in the City of Pinckney, County of Livingston, State of Michigan, described as:

SEC 23 T1N R4E BEG N 1°12' W 1268.01 FT, N 86°33" E 178.97 FT & N 84°34'30" E 250.2 FT FROM S 1/4 COR OF SEC, TH ALONG ROW OF M-36, N 81°18'45" E 163.18 FT, TH S 1°22' E 453.42 FT, TH S 88°38' W 162.15 FT, TH N 1°22' W 432 FT TO POB, 1.65 acres, more or less.

Commonly known as: 1066 East M-36, Pinckney, Michigan 48169
Tax Parcel ID: 4714-23-400-021

**To be verified by Title Company*