

PURCHASE AND SALE CONTRACT

This purchase and sale contract ("**Contract**") is made as of the Effective Date by **THE LIBERTY SOLUTION, LLC**, a North Carolina limited liability company, solely in its capacity as court-appointed receiver ("**Seller**"), and **FUSE 10, LLC**, a Delaware limited liability company ("**Buyer**").

BACKGROUND

Buyer is the lender under an October 2022 Revolving Promissory Note in the original principal amount of up to \$32,000,000 (as modified and amended, the "**Note**") executed by Cedars Lodge & Spa, L.L.C. ("**Borrower**"), and guaranteed by 719NOMAIN LLC ("**Guarantor**" and with Borrower, the "**Obligors**"). Repayment of the Note is secured by the first priority lien of a Deed of Trust, Security Agreement and Fixture Filing recorded at Book 3974, Page 185 of the Henderson County Public Registry (as modified and amended, the "**Deed of Trust**").

Obligors defaulted on the Note and Buyer filed a lawsuit seeking appointment of a receiver over the collateral securing the Note. That case is *Fuse 10, LLC v. Cedars Lodge & Spa, L.L.C. and 719NOMAIN LLC*, 26CV001244-440 (Henderson County Superior Court) (the "**Receivership Case**"), which has been designated to the North Carolina Business Court (the "**Court**"). On June 24, 2026, the Court entered an order appointing Seller as receiver over the collateral. The receiver order permits Seller to advertise the property for sale and enter into a contract for its sale, subject to approval of the sale by the Court. Buyer has agreed to provide a credit bid of \$36,000,000.00 against the debt owed to it under the Note to serve as a stalking horse bid for the property. This will allow Seller to market the subject property and determine if any third parties are willing to pay an amount greater than Buyer's credit bid. Accordingly, Seller and Buyer have entered into this Contract on the terms described below.

ARTICLE I

Basic Terms and Definitions

1.1 Basic Defined Terms.

BROKER:

Marcus & Millichap
201 South Tryon Street, Suite 1220
Charlotte, North Carolina 28202
Attention: Chase Dewese
Telephone: (704) 831-4600
Email: Chase.Dewese@marcusmillichap.com

BUYER:

Fuse 10, LLC
900 NW 6th Street, Suite 201
Fort Lauderdale, Florida 33311
Attention: Glenn A. Arbeitman, Esq.
Telephone: 954-926-7500
Email: Glenn@fusegroupco.com

BUYER'S COUNSEL: Parker Poe Adams & Bernstein LLP
620 South Tryon Street, Suite 800
Charlotte, North Carolina 28202
Attention: William L. Esser IV, Esq.
Telephone: (704) 372-9000
Email: willesser@parkerpoe.com

CLOSING DATE: 15 days after the Approval Order (as defined in **Section 2.4**) is issued.

EFFECTIVE DATE: The date (as set forth on the signature page to this Contract) on which this Contract is executed by the last of Buyer and Seller.

LAND: Four tracts (8 tax parcels) of land in Henderson County, North Carolina as shown on **Exhibit A**, together with all privileges, rights and easements appurtenant to that land, and all trees and shrubbery located on the land, and all mineral rights and subsurface rights relating to the land.

PURCHASE PRICE: \$36,000,000.00 (credit bid)

SELLER: The Liberty Solution, LLC, solely as court-appointed receiver
1464 Center Park Drive
Charlotte, North Carolina 28217
Attention: Brian Gribble, Manager
Telephone: 704-599-1010
Email: bgribble@lscarolinas.com

TITLE COMPANY: Chicago Title Insurance Company
200 South Tryon Street, Suite 800
Charlotte, North Carolina 28202
Attention: Scott Mansfield
Telephone: (704) 375-0700
Email: scott.mansfield@ctt.com

1.2 Additional Defined Terms.

1.2.1 “**Addendum**” means the Addendum to Purchase and Sale Contract attached hereto as **Exhibit E**.

1.2.2 “**Applicable Laws**” means all statutes, codes, laws, ordinances, orders, rules and regulations of any governmental authority applicable to the Property, including those relating to zoning, subdivision, construction and land use.

1.2.3 “**Assignment**” is defined in **Section 6.1.1**.

1.2.4 “**Bill of Sale**” is defined in **Section 6.1.1**.

1.2.5 “**Closing**” is defined in **Section 2.3**.

1.2.6 “**Deed**” is defined in **Section 6.1.1**.

1.2.7 **"Improvements"** means the buildings, structures and other improvements located on the Land and all fixtures affixed to the Land or to those buildings, structures or other improvements.

1.2.8 **"Inspections"** is defined in **Section 3.1**.

1.2.9 **"Intangible Property"** means, collectively, all of the intangible assets relating to the Land, Improvements and Personal Property, including the Permits, Plans and Warranties.

1.2.10 **"Losses"** means all losses, costs (including reasonable attorneys' and consultants' fees), damages, obligations, claims or liabilities.

1.2.11 **"Permits"** means all certificates, licenses, permits, authorizations, consents and approvals from governmental authorities with respect to the design, development, construction, use, operation and occupancy of the Improvements and the Personal Property.

1.2.12 **"Permitted Exceptions"** is defined in **Section 4.1**.

1.2.13 **"Personal Property"** means all equipment, machinery, apparatus, fittings, furniture, furnishings, supplies, tools, construction materials and other personal property owned by Seller, Borrower or Guarantor and related to the Land and Improvements, whether located on the Land or within the Improvements or at other locations, specifically including without limitation cabinets and furniture at Signal Hill Storage, electrical switchgear at Carolina Specialties Construction and mechanical equipment at Rutherford Heating and Air.

1.2.14 **"Plans"** means all plans and specifications related to the Land and Improvements.

1.2.15 **"Property"** means, collectively, the Land, Improvements, Personal Property, and Intangible Property.

1.2.16 **"Property Documents"** is defined in **Section 3.2**.

1.2.17 **"Real Property"** means the Land and Improvements.

1.2.18 **"Taxes"** is defined in **Section 6.2.1(a)**.

1.2.19 **"Warranties"** means all guaranties and warranties relating to the Improvements or the Personal Property.

ARTICLE II

Agreement to Sell and Purchase

2.1 Property to Be Sold. For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Seller and Buyer, Seller agrees to sell, and Buyer agrees to purchase, the Property.

2.2 Purchase Price. Buyer shall pay the Purchase Price to Seller on the Closing Date by applying the amount of the credit bid against the balance owed on the Note.

2.3 Closing. The closing ("**Closing**") shall be held at the offices of the Title Company on the Closing Date.

2.4 Approval Order. Seller and Buyer acknowledge that Closing is subject to Court approval of the sale. Within five (5) days from the execution of this Contract, Seller shall file a motion in the

Receivership Action which seeks court approval of the sale pursuant to N.C. Gen. Stat. 1-507.46. The motion shall seek approval of the sale of the Property to Buyer free and clear of all liens and all rights of redemption and claims of any third party, subject only to the lien of ad valorem real property taxes. Seller shall seek to have the sale motion heard by the Court on an expedited basis and attempt to get a ruling on the motion no later than October 15, 2026. Seller and Buyer's respective obligations to close on the sale of the Property are specifically conditioned upon entry of an order in the Receivership Action approving sale of the Property to Buyer free and clear of all liens, encumbrances, rights of redemption and claims of any third party, subject only to the lien of ad valorem real property taxes ("**Approval Order**"). The Approval Order shall state at least the following:

- (a) Buyer is a good faith purchaser for value;
- (b) Buyer's purchase and credit bid are approved;
- (c) No later than December 15, 2026, Seller is ordered to close on the sale to Buyer, provided that no other purchaser outbids Buyer in an amount at least sufficient for Seller to pay Buyer \$36 million on the Note, plus broker fees and costs of sale;
- (d) Buyer is not a successor in interest to Borrower, Guarantor or any other party;
- (e) Buyer takes the property free of all liens and claims (other than ad valorem real property taxes), specifically including the following:
 - (i) the junior deed of trust and interests of Cedars Lodge and Spa EB-5 Funding LLC;
 - (ii) the junior debt of TAP 42 EB-5 Funding II, LLC;
 - (iii) all claims of lien, including without limitation the claims of liens of all contractors or material suppliers (e.g. Turner Construction Company, W.N. Kirkland, Benton Roofing, Inc., Power Design, Inc., Baker Concrete Construction, Inc., RGC Rick Gilchrist Co., Inc.; and
- (f) Buyer takes the Property free and clear of all claims of any third parties who contracted for the purchase of units at the Property and provided pre-construction deposits to Borrower or Guarantor.

2.5 Addendum. This Contract is specifically subject to the Addendum attached hereto as Exhibit E.

ARTICLE III Inspection

3.1 Access and Inspection. Buyer and Buyer's agents, contractors, employees and representatives may enter the Property for the purposes of inspecting the Property, conducting soil tests, surveys, mechanical and structural engineering studies, environmental investigations (including installing groundwater monitoring wells, performing soil borings and analysis of the soil, groundwater, surface water, sediment and other media at the Property, and performing sampling for the presence of asbestos in the Improvements), title examinations, and any other investigations and inspections as Buyer may reasonably require to assess the condition of the Property (collectively, "**Inspections**"). Buyer shall indemnify and hold Seller harmless from and against any claims for injury to person or for damage to property to the extent resulting from the Inspections, except for claims arising out of: (a) any existing environmental contamination or latent defects on the Property that are discovered by Buyer as a result of the Inspections, and any disclosure of such matters by Buyer or its consultants to a governmental agency that may be required by Applicable Laws; and (b) any matters arising directly or indirectly from the acts or omissions of Seller.

3.2 Seller's Deliveries. Within five days after the Effective Date, Seller shall deliver to Buyer the following documents and information with respect to the Property to the extent in Seller's possession or control (collectively, "**Property Documents**"): (a) all surveys, plats, plans, architectural drawings, specifications, and environmental, engineering and mechanical data, structural reports, geotechnical reports, environmental reports and any other reports relating to the Property; (b) copies of the Warranties; and (c) copies of the Permits.

ARTICLE IV Title and Survey

4.1 Title. At Closing, Seller shall convey to Buyer good and marketable fee simple title to the Property. For the purposes of this Contract, "good and marketable fee simple title" means fee simple ownership that is (a) free of all claims, liens and encumbrances; and (b) insurable by a title insurance company reasonably acceptable to Buyer at then current standard rates under the standard form of ALTA owner's policy of title insurance (ALTA Form 2021), with the standard or printed exceptions deleted, and without exception other than for the Permitted Exceptions. "**Permitted Exceptions**" means: (a) ad valorem taxes for the year of Closing; and (b) all easements, covenants, conditions and restrictions of record in the Henderson County Public Registry (other than any Financial Encumbrances). "**Financial Encumbrances**" means any mortgage, deed of trust, judgment, attachment or other lien encumbering the Property, including any mechanics or materialman's lien for work performed on the Property.

ARTICLE V Representations, Warranties and Covenants

5.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

5.1.1 Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of North Carolina.

5.1.2 Subject to **Section 2.4**, Seller has the power and authority, and has obtained all consents required, to enter into this Contract and to consummate the sale of the Property in accordance with the terms of this Contract.

5.1.3 This Contract has been, and all of the documents to be delivered by Seller at Closing will be, executed by an individual authorized to do so on behalf of Seller; and this Contract constitutes, and those documents will constitute, the valid and binding obligations of Seller, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or reorganization laws or applicable principles of equity.

5.1.4 There is no agreement, nor any judicial or administrative order or decree, to which Seller is a party or that is binding on Seller or the Property, which is in conflict with this Contract, or which challenges or impairs Seller's ability to perform its obligations under this Contract.

5.1.5 There are no parties in possession of, nor any leases or other agreements for the use, occupancy or possession of, all or any portion of the Property.

5.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

5.2.1 Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware.

5.2.2 Buyer has the power and authority to enter into this Contract and to consummate the purchase of the Property in accordance with the terms of this Contract.

5.2.3 This Contract has been, and all of the documents to be delivered by Buyer at Closing will be, executed by an individual authorized to do so on behalf of Buyer; and this Contract constitutes, and those documents will constitute, the valid and binding obligations of Buyer, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or reorganization laws or applicable principles of equity.

5.2.4 There is no agreement, nor any judicial or administrative order or decree, to which Buyer is a party or that is binding on Buyer which is in conflict with this Contract, or which challenges or impairs Buyer's ability to perform its obligations under this Contract.

5.3 Seller's Covenants. Between the Effective Date and Closing, Seller shall (a) continue to carry and maintain in force all existing policies of casualty and public liability insurance with respect to the Property; (b) not permit any action to be taken which will cause any of the representations or warranties in **Section 5.1** to be inaccurate at Closing; (c) not enter into any lease or other agreement for the use, occupancy or possession of any portion of the Property; (d) not enter into any agreement with respect to the Property that would be binding on Buyer or the Property after Closing; and (e) not permit the Property to be encumbered with any easement, restriction, deed of trust, mortgage, security interest, lien, covenant, plat, option, right of first offer or refusal, or other matter of record.

ARTICLE VI

Closing

6.1 Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

6.1.1 Seller shall deliver to Buyer the following documents and instruments, in form and content reasonably satisfactory to Buyer, duly executed by Seller:

- (a) a Special Warranty Deed conveying the Real Property, in the form attached as **Exhibit B** ("Deed");
- (b) a Bill of Sale conveying the Personal Property, in the form attached as **Exhibit C** ("Bill of Sale");
- (c) an Assignment of Intangible Property, in the form attached as **Exhibit D** ("Assignment");
- (d) a Seller's affidavit permitting the Title Company to insure title to the Real Property without exception for contractor's and materialmen's liens on the Real Property, parties in possession of the Real Property, all in a form acceptable to the Title Company;
- (e) if Seller is not a Foreign Person, a Certificate and Affidavit of Non-Foreign Status;
- (f) a completed Form 1099-S;
- (g) a certification that the representations and warranties of Seller in this Contract are accurate as of the Closing Date;
- (h) a Closing Statement; and

(i) certificates and resolutions satisfactory to Buyer and the Title Company that Seller has taken all necessary action and has the power and authority to enter into this Contract and to perform Seller's obligations under this Contract.

6.1.2 Buyer shall deliver to Seller the following documents, in form and content reasonably satisfactory to Seller, duly executed by Buyer:

(a) the Bill of Sale; and

(b) a Closing Statement.

6.1.3 Buyer shall pay the Purchase Price through a credit against the Note, after making the adjustments provided for in this Contract.

6.2 Prorations and Adjustments to the Purchase Price.

6.2.1 Buyer and Seller shall make the following adjustments to the Purchase Price as of 11:59 p.m. on the day prior to Closing, such that the day of Closing is a day of income and expense for Buyer:

(a) Taxes and Assessments. Taxes and assessments (collectively, "Taxes") applicable to the Property for the calendar year of Closing will be prorated on a calendar year basis. If the Taxes for the year in which Closing occurs have not been determined by Closing, then the proration shall be based on the previous year's Taxes, and the parties agree to adjust between themselves any difference in the estimated and actual prorations within 30 days after the actual tax statements for the Property for the year of Closing have been received. If Taxes are due and payable at Closing, then those Taxes shall be paid at Closing. If Taxes are not due and payable at Closing, then, at Closing, Buyer shall receive a credit from Seller for Seller's share of the Taxes for the period prior to Closing; except that if Taxes are not due and payable at Closing because they have been paid, then Seller shall receive a credit from Buyer for Buyer's share of the Taxes for the period from and after Closing. At Closing, Seller shall pay any and all rollback or deferred Taxes resulting from the loss of the Property's eligibility for tax deferment or relief.

(b) Other Items. Any utility charges or other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated at Closing.

6.2.2 If the amount of any item to be prorated under this Section 6.2 cannot be determined at Closing, then the proration shall be made on the basis of the best available information, and the parties shall re-prorate the item promptly upon receipt of the applicable bills and shall make any equitable adjustment required due to any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. Any prorated item due and payable at Closing shall be paid at Closing. If any prorated item is not paid at Closing, then Seller shall deliver to Buyer the applicable bills promptly after receipt and Buyer shall pay those bills by the due date.

6.2.3 Except as expressly provided in this Contract, Buyer shall not assume any liability or obligation of Seller or of Borrower or Guarantor with respect to the Property.

6.3 Costs of Closing. Seller shall pay transfer taxes payable on the transfer of the Property, all recording costs and other costs relating to any title clearance matters, and Seller's attorneys' fees. In the event that Seller does not have funds to pay these items, Buyer may make protective advances to Seller, which amounts will be added to the Note as provided in the order appointing Seller as receiver. Buyer shall pay all recording costs relating to the purchase of the Property, the premium for the title policy issued in

favor of Buyer, and Buyer's attorneys' fees. Except as otherwise provided in this Contract, all other expenses shall be paid by the party incurring the expense. Any fees charged by Title Company in connection with the Closing through escrow with Title Company shall be shared equally by Seller and Buyer. The application of the credit bid Purchase Price will not fully pay all amounts owed on the Note, and Buyer specifically reserves and does not waive any claim it may possess against the borrower and guarantors of the Note regarding such deficiency.

6.4 Conditions to Buyer's Obligations. Buyer's obligation to close on the Property is subject to the satisfaction of each of the following conditions as of Closing, any of which may be waived in writing by Buyer:

6.4.1 Seller shall have fully performed its obligations under this Contract.

6.4.2 Each of Seller's representations and warranties in this Contract shall be accurate and certified by Seller to Buyer as accurate, on the Closing Date.

6.4.3 The Title Company is unconditionally prepared to issue an owner's policy of title insurance in the condition required by **Section 4.1**.

6.4.4 The Property is in substantially the same condition at Closing as on the Effective Date.

6.4.5 The Approval Order has been issued.

If any of the above conditions are not satisfied by Closing or if Buyer reasonably determines prior to Closing that any of the above conditions are not going to be satisfied by Closing, then Buyer may, on notice to Seller: (a) terminate this Contract; except that if the unfulfilled condition is a result of Seller's breach of this Contract, then Buyer may also pursue any rights and remedies available to Buyer pursuant to **Section 7.2**; or (b) close the transaction and, if the unfulfilled condition is a result of Seller's breach of this Contract, pursue any rights and remedies available to Buyer pursuant to **Section 7.2**.

6.5 Possession at Closing. Seller shall surrender possession of the Property to Buyer at Closing.

ARTICLE VII Default/Remedies

7.1 Buyer's Default. If Buyer fails to perform any of its obligations under this Contract or breaches any representation or warranty under this Contract, and does not cure that failure or breach within ten days after receipt of written notice thereof from Seller, then Seller may, as its sole and exclusive remedy, terminate this Contract by giving written notice to Buyer in which event all rights and obligations of Seller and Buyer under this Contract shall terminate (other than those that expressly survive termination of this Contract). The terms of this **Section 7.1** shall not limit Buyer's indemnity obligations as set forth in **Section 3.1** and **Section 9.1** of this Contract, nor, if Closing occurs, apply with respect to any default by Buyer in connection with any obligation to be performed by Buyer after Closing or to any breach of a representation, warranty or covenant that survives Closing.

7.2 Seller's Default. If Seller fails to perform any of its obligations under this Contract or breaches any representation or warranty under this Contract, and does not cure that failure or breach within ten days after receipt of written notice thereof from Buyer, then Buyer may: (a) terminate this Contract; (b) obtain specific performance of any provision of this Contract; (c) exercise any other remedy at law or in equity; or (d) proceed to Closing without waiving that failure or breach.

ARTICLE VIII

Risk of Loss and Condemnation

8.1 Risk of Loss and Insurance. Between the Effective Date and Closing, the risks and obligations of ownership and loss of the Property belong to Seller. If any portion of the Property is damaged or destroyed prior to Closing, then Seller shall promptly notify Buyer and Buyer may terminate this Contract by giving notice to Seller prior to Closing, in which event all rights and obligations of Seller and Buyer under this Contract shall terminate (other than those that expressly survive termination of this Contract). If Buyer does not so terminate this Contract, then the Purchase Price shall be reduced by the total of any insurance proceeds received by Seller prior to Closing by reason of the damage or destruction and by the amount of any deductible applicable to the insurance policy, and, at Closing, Seller shall assign to Buyer all insurance proceeds payable after Closing by reason of the damage or destruction.

8.2 Condemnation. If all or any part of the Property is taken by eminent domain proceedings, or if eminent domain proceedings are commenced or threatened, then Seller shall promptly notify Buyer, and Buyer may terminate this Contract by giving notice to Seller prior to Closing, in which event all rights and obligations of Seller and Buyer under this Contract shall terminate (other than those that expressly survive termination of this Contract). If Buyer does not so terminate this Contract, then the Purchase Price shall be reduced by the total of any awards or other proceeds received by Seller prior to Closing with respect to any taking, and, at Closing, Seller shall assign to Buyer all rights of Seller in any awards payable after Closing by reason of any taking. Seller shall notify Buyer of eminent domain proceedings within five days after Seller learns of those proceedings.

ARTICLE IX

Brokerage Commission

9.1 Brokerage Commission. Other than Broker, who shall be paid a commission equal to \$10,000.00 by Seller, Seller and Buyer each represent and warrant to the other that no other broker or real estate agent was involved in this transaction. Seller and Buyer shall each indemnify and hold harmless the other from and against any and all losses arising out of any alleged brokerage commission, fee or other compensation with respect to the Property based upon an agreement alleged to have been made or other action alleged to have been taken by the indemnifying party. The obligations of the parties under this Section 9.1 shall survive Closing and the termination of this Contract.

ARTICLE X

Miscellaneous

10.1 Assignment. This Contract may be assigned by Buyer, in whole or in part, and any such assignment shall relieve Buyer of liability for the performance of Buyer's obligations under this Contract to the extent of such assignment, although it shall not relieve Buyer of the obligation to credit the Note for the Purchase Price at Closing, unless the Note is also assigned along with the Contract. This Contract may not be assigned by Seller.

10.2 Binding Effect. This Contract is binding on and inures to the benefit of Buyer and Seller and their respective successors and assigns.

10.3 Further Assurances. At Closing, and from time to time thereafter, Seller shall perform any additional acts, and shall execute and deliver any additional documents, as may reasonably be required to vest in Buyer full title to the Property and otherwise to effectuate the purchase and sale of the Property as contemplated by this Contract.

10.4 Survival. Except as otherwise expressly provided in this Contract, all the provisions of this Contract shall survive Closing. Except for the provisions of **Article VII**, **Article X**, and the indemnification provisions of **Section 3.1** and **Section 9.1**, none of the provisions of this Contract shall survive the termination of this Contract.

10.5 Entire Agreement. This Contract contains the entire understanding and agreement between Buyer and Seller and all prior or contemporaneous oral or written agreements or instruments are merged herein.

10.6 Amendment. This Contract may not be amended except by an instrument in writing executed by Seller and Buyer.

10.7 Applicable Law. This Contract is governed by the law of the state in which the Land is located.

10.8 Business Days. If any time period or deadline in this Contract falls on a Saturday, Sunday or federal banking holiday, that time period or deadline shall be extended until the next succeeding business day.

10.9 Interpretation. Except as otherwise specified in this Contract: (a) “includes” and “including” mean includes or including by way of illustration and not by way of limitation; (b) references to Exhibits, Sections or subsections are to those attached to or included in this Contract; (c) the section and other headings in this Contract are for convenience only and do not limit or expand any provisions of this Contract; and (d) no interpretive presumption shall be drawn against either party by virtue of its role in drafting this Contract.

10.10 Severability. If any provision of this Contract is held to be invalid or unenforceable, then such provision will be fully severable from this Contract; and the remaining provisions of this Contract will remain in full force and effect and will not be affected thereby. Furthermore, in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Contract a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be reasonably possible.

10.11 Counterparts. If this Contract is executed in counterparts, then all of those counterparts together constitute one and the same instrument. An executed counterpart delivered by e-mail constitutes an original.

10.12 Notices. Any notice contemplated by this Contract must be in writing, addressed as set forth in **Section 1.1** and shall be either (a) sent by United States Mail, postage prepaid, registered or certified mail, return receipt requested, in which case the notice will be deemed delivered two business days after being deposited in the United States mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case the notice shall be deemed delivered one business day after deposit with the courier; (c) sent by e-mail, in which case the notice shall be deemed delivered upon confirmed transmission of such notice; provided that no later than the next business day after the e-mail is sent, a hard copy of the e-mail transmission is sent in the manner set forth in (b) or (d) of this Section; or (d) sent by personal delivery, in which case the notice will be deemed delivered on the date of delivery. Any notice to Buyer must also be delivered to Buyer’s Counsel. Any notice to Seller must also be delivered to Seller’s counsel if identified in **Section 1.1**. Buyer’s counsel may deliver, on behalf of Buyer, any notice contemplated by this Contract. Seller’s counsel may deliver, on behalf of Seller, any notice contemplated by this Contract. Either party may change its address by giving the other party five days advance written notice of that change.

[SIGNATURE PAGE FOLLOWS]

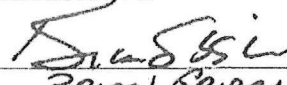
Buyer and Seller have executed this Contract as of the Effective Date.

Seller:

THE LIBERTY SOLUTION, LLC, a North Carolina limited liability company, in its capacity as court-appointed receiver

Date of Seller's execution:

9/2/26

By: 

Name: BRIAN GRIZZLE

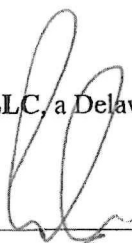
Title: MR

Buyer:

FUSE 10, LLC, a Delaware limited liability company

Date of Buyer's execution:

9/2/2026

By: 

Name: Eyal Peretz

Title: Manager

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Exhibit A	Land
Exhibit B	Deed
Exhibit C	Bill of Sale
Exhibit D	Assignment of Intangible Property

Exhibit A

Land

Tract 1 - Vacant Parking Lot Church Street, Hendersonville, NC 28791 Parcel 9940383

BEGINNING at a S/8" open top pipe in the eastern margin of North Church Street having NC Grid NAD83(2011) Coordinates N=589,367.15', E=967,477.73'; thence with said margin of North Church Street, North 08 degrees 27 minutes 05 seconds West 68.01 feet to a nail, southwestern corner of Tract 2 below; thence with the line of said Tract 2, North 81 degrees 55 minutes 11 seconds East 98.71 feet to a nail, northwestern corner of property described in deed to Boyd L. Hyder recorded in Book 1328, at Page 240; thence with the Hyder's line, South 09 degrees 02 minutes 38 seconds East 67.52 feet to a nail, northeastern corner of property described in deed to Piton, LLC recorded in Book 3584, at Page 35; thence with Piton's line, South 81 degrees 37 minutes 49 seconds West 99.40 feet to the point and place of BEGINNING, containing 6,712 square feet or 0.15 acres, more or less, and being more particularly shown on that certain plat or map entitled "739 North Main Street", prepared by Ed Holmes and Associates Land Surveyors, P.A. as job number 20311, and drawing number of C21-001, reference to which is made for a more particular description.

Tract 1 is subject to an 8 foot right of way, the northern line of which is the northern line of Tract 1 above.

The above described property also described on plat of record in Plat/Slide 2022, Page 14388, Henderson County Registry.

Tract 2 - 739 North Main Street, Hendersonville, NC 28791 Parcel 106969

BEGINNING at a 3/4" open top pipe located 0.5 feet below ground in the western margin of North Main Street, having NC Grid NAD83(2011) Coordinates N=589,478.59', E=967,778.93', said pipe also being the northeastern corner of the property described in a deed to Boyd L. Hyder recorded in Book 1328, at Page 240; thence with line of said Hyder property South 81 degrees 55 minutes 11 seconds West 215.68 feet to a nail, northeast corner of Tract 1 above, thence with the line of said Tract 1, South 81 degrees 55 minutes 11 seconds West 98.71 feet to a nail in the eastern margin of North Church Street; thence with said Street North 08 degrees 20 minutes 24 seconds West 72.18 feet to a nail in an alleyway between the property described in a deed to Norris and Brenda Tisdale recorded in Book 672 at Page 575, and the property described in deed to Clifton's Cafeteria, Inc., recorded in Book 740, at Page 815; thence down and through the alley, North 81 degrees 54 minutes 46 seconds East 314.29 feet to a nail found in the western margin of North Main Street, thence with said margin of said Street, South 08 degrees 25 minutes 08 seconds East 72.22 feet to the point and place of BEGINNING, containing 22,694 square feet or 0.52 acres more or less, and being more particularly shown on that certain plat or map entitled "739 North Main Street", prepared by Ed Holmes & Associated Land Surveyors, P.A. as job number 20311, and drawing number C21-001, reference to which is made for a more particular description

Tract 2 is subject to rights of others in an alley eight and one-third (8 1/3) feet wide extending from North Main Street to Church Street, the northern boundary of which is the northern boundary of the above described Tract 2.

The above described property also described on plat of record in Plat/Slide 2022, Page 14388, Henderson County Registry.

Tract 3 – 7th Avenue Church to Buncombe

This Description includes 715 N. Church Street, Hendersonville, NC 28791 Parcel 116898
211 7th Avenue W Hendersonville, NC 28791 Parcel 101190
227 7th Avenue W Hendersonville, NC 28791 Parcel 112499 and
724 Buncombe Street, Hendersonville, NC 28791 Parcel 101191

BEGINNING at a concrete monument at the Intersection of the western margin of Church Street and the northern margin of 7th Avenue West; thence with the Northern margin of 7th Avenue West, South 78 degrees 38 minutes 44 seconds West 85.19 feet to a 1/2" rebar; South 79 degrees 52 minutes 08 seconds West 99.96 feet to a magnetic indication in pavement; South 80 degrees 03 minutes 54 seconds West 225.41 feet to a point; thence with the line of the Department of Transportation right of way, North 41 degrees 39 minutes 27 seconds West 27.66 feet to a point in the eastern margin of Buncombe Street; thence with said margin of Buncombe Street, North 02 degrees 59 minutes 41 seconds East 206.65 feet to a point; North 02 degrees 35 minutes 54 seconds East 91.22 feet to a 1/2" rebar, southwest corner of property as described in a deed to Luebke recorded in Book 3096, at Page 604; thence with said Luebke line, North 86 degrees 24 minutes 41 seconds East 182.48 feet to an iron pin, Luebke's southeast corner, and corner of property described in a deed to 719 N Church LLC recorded in Book 3434, at Page 20; thence with the western line of the 719 N Church Street, LLC tract, South 04 degrees 55 minutes 00 seconds East 87.39 feet to an iron pin; thence with the Southern line of said tract, North 87 degrees 25 minutes 27 seconds East 190.03 feet to a Mag nail in the western margin of North Church Street; thence with said margin of said Street, South 08 degrees 56 minutes 04 seconds East 179.98 feet to the point and place of BEGINNING, containing 2.30 acres, or 100,355 square feet, more or less, and being more particularly shown on that certain plat or map entitled "Boundary Survey for Tom & Fran Shipman", prepared by Fulton V. Clinkscales Jr., PLS of Freeland-Clinkscales & Associates Inc., as drawing H39330REC, reference to which is made for a more particular description and recorded in Plat Book 2022, Page 14342, Henderson County Registry.

Tract 4 - 719 North Church Street, Hendersonville, NC 28791 Parcels 116896 and 106473

Beginning at a corner found in the western margin of the right of way of North Church Street and which corner found marks the southeastern most corner of that property now or formerly owned by Dunlgan Properties LLC as described in that deed recorded in Book 319, at Page 236 of the Henderson County, NC Register's Office (Registry) and which corner found NC GRID NAD83 (2011) [N 589,570.93' and E: 967,402.32'] and running thence from the Beginning Point thus established and with the western margin of the right of way of Church Street South 09 deg. 09 min. 20 sec. East 87.40 feet to a 3/4" Iron pin and South 08 deg. 33 min. 13 sec. East 88.77 feet to a nail set in the northern line of property now or formerly owned by Shipman Hendersonville Properties, LLC, thence with the northern line of Shipman Hendersonville Properties, LLC property, South 88 deg. 58 min. 47 sec. West 83.50 feet, to a nail set which marks the northeasternmost corner of that property now or formerly owned by Clifton's Cafeteria, Inc., as described in that deed recorded in Book 786 at Page 398 of the Registry; South 88 deg. 26 min. 38 sec. West 59.00 feet to a 48" Oak which marks the northeastern most corner of property now or formerly owned by Shipman Hendersonville Properties, LLC; thence with the northern line of the Shipman Hendersonville Properties LLC property South 88 deg. 01 min. 42 sec. West 47.55

feet to an Iron pin found which marks the southeastern most corner of that property now or formerly owned by Tom Wayne and Frances Page Shipman as described in that deed recorded in Book 1249 at Page 424 of the Registry; thence with the eastern line of such Shipman property North 02 deg. 39 min. 15 sec. West 87.85 feet to an iron pin found which marks the southeasternmost corner of that property now or formerly owned by Derek J. And Laurie Ellen Luebbe as described in that deed recorded in Book 3096 at Page 604 of the Registry; thence with the eastern line of such Luebbe property North 02 deg. 59 min. 54 sec. West 78.98 feet to an iron pin found which marks the southeastern most corner of that property now or formerly owned by Judy M. and Richard R. McKinney as described in that deed recorded in Book 867 at Page 713 of the Registry and which iron pin found also marks the southwestern most corner of that property now or formerly owned by Bonfra, Inc. as described in that deed recorded in Book 1422 at Page 465 of the Registry; thence with the southern line of the said Bonfra, Inc., property, North 87 deg. 01 min. 16 sec. East to an Iron pin which marks the southwesternmost corner of the said Dunigan property for a total distance of 171.30 feet to the point and place of BEGINNING, containing 0.71 acres, more or less, according to that survey by Robert C. Brown of Ed Holmes & Associates Land Surveyors, PA dated October 31, 2019, and bearing Job #19233, which survey is incorporated herein by reference.

The above described property also described on plat of record in Plat/Slide 2021, Page 13833, Henderson County Registry.

Exhibit B

Deed

Excise Tax \$ _____	Recording Time, Book and Page _____
Tax Lot No.: _____ Parcel Identifier No. _____	
Verified by _____ County on the _____ day of _____, 20____	
by _____	
Mail after recording to _____	
This instrument was prepared by: <u>Parker Poe Adams & Bernstein LLP, Suite 800,</u>	
<u>620 South Tryon Street, Charlotte, NC 28202</u>	
Brief Description For The Index:	

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this _____ day of _____, 20____, by and between:

GRANTOR	GRANTEE
THE LIBERTY SOLUTION, LLC , a North Carolina limited liability company, in its capacity as Court-Appointed Receiver 1464 Center Park Drive Charlotte, North Carolina 28217	_____ 900 NW 6 th Street, Suite 201 Fort Lauderdale, Florida 33311

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey, subject to the easements,

restrictions, reservations, covenants, conditions and other exceptions set forth below, unto Grantee in fee simple, all that certain lot or parcel of land described in **Exhibit A** attached hereto ("**Property**").

The Property was acquired by Grantor by instrument recorded in Book _____, at Page _____, Henderson County Public Registry.

The Property does not include the primary residence of Grantor.

The Property is conveyed subject to the following easements, restrictions, reservations, covenants, conditions and other exceptions (collectively, "**Exceptions**");

*[Insert Permitted Exceptions pursuant to **Section 4.1** of the Contract]*

TO HAVE AND TO HOLD, subject to the Exceptions, the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple.

Subject to the Exceptions, Grantor covenants with Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the Exceptions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal, the day and year first above written.

THE LIBERTY SOLUTION, LLC, a North Carolina limited liability company, in its capacity as court-appointed receiver

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for _____ County, State of _____, do hereby certify that _____ ("Signatory"), personally appeared before me this day and acknowledged that he/she is _____ of **THE LIBERTY SOLUTION, LLC**, a North Carolina limited liability company, and that he/she, as _____, in such capacity and being authorized to do so, executed the foregoing instrument on behalf of the company.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)
____ (I have personal knowledge of the identity of the Signatory); or
____ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:
(check one of the following)
____ a driver's license or
____ in the form of _____); or
____ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

[NOTARIAL STAMP-SEAL]

Exhibit A
To Deed
Property

Exhibit C

Bill of Sale

THIS BILL OF SALE ("Bill of Sale") is made as of the ____ day of _____, 20__, ("Closing Date") by **THE LIBERTY SOLUTION, LLC**, a North Carolina limited liability company, in its capacity as court-appointed receiver ("Seller"), and **FUSE 10, LLC**, a Delaware limited liability company ("Buyer").

A. Seller and Buyer entered into a Purchase and Sale Contract dated as of _____, 20__ (as amended and assigned, the "**Contract**") for the sale of improved real property located in Henderson County, North Carolina, as more particularly described in the Contract.

B. Any initial capitalized term used, but not defined, in this Bill of Sale shall have the meaning assigned to that term in the Contract.

C. Seller desires to grant and convey to Buyer all of the Personal Property.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Grant.** Seller grants and conveys to Buyer all right, title and interest of Seller in and to the Personal Property. Seller covenants to warrant and forever defend the title to the Personal Property to Buyer against the lawful claims of all persons whomsoever. TO HAVE AND TO HOLD, all and singularly, the Personal Property unto Buyer, its successors and assigns, for Buyer's use and benefit, forever.

2. **Warranties.** Seller represents and warrants to Buyer that: (a) the Personal Property is located at the Property; (b) Seller has good and marketable title to the Personal Property; (c) the Personal Property is free from all encumbrances, and (d) Seller has the unconditional right to convey all of the Personal Property to Buyer.

3. **Successors and Assigns.** This Bill of Sale shall bind and benefit Seller and Buyer, and their successors and assigns.

4. **Governing Law.** This Bill of Sale is governed by the law of the state in which the Land is located.

5. **Counterparts.** This Bill of Sale may be executed in multiple counterparts which, when assembled, shall constitute one original. An executed counterpart delivered by e-mail transmission shall be deemed an original.

This Bill of Sale is executed as of the Closing Date.

Seller:

THE LIBERTY SOLUTION, LLC, a North Carolina limited liability company, in its capacity as court-appointed receiver

By: _____
Print Name: _____
Title: _____

Buyer:

FUSE 10, LLC, a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

Exhibit D

Assignment of Intangible Property

THIS ASSIGNMENT OF INTANGIBLE PROPERTY ("Assignment") is made as of the ____ day of _____, 20__ ("**Closing Date**"), by **THE LIBERTY SOLUTION, LLC**, a North Carolina limited liability company, in its capacity as court-appointed receiver ("**Seller**"), in favor of **FUSE 10, LLC**, a Delaware limited liability company ("**Buyer**").

A. Seller and Buyer entered into a Purchase and Sale Contract dated as of _____, 20__ (as amended and assigned, the "**Contract**") for the sale of improved real property located in Henderson County, North Carolina, as more particularly described in the Contract.

B. Each capitalized term used, but not defined, in this Assignment shall have the meaning given in the Contract.

C. Seller desires to assign to Buyer all of Seller's right, title and interest in and to the Intangible Property.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby makes such assignment as follows:

1. Assignment. As of the Closing Date, Seller assigns to Buyer all of Seller's right, title and interest in and to the Intangible Property.

2. Successors and Assigns. This Assignment shall bind Seller and its successors and assigns, and benefit Buyer and its successors and assigns.

3. Governing Law. This Assignment shall be governed by the law of the state in which the Land is located.

This Assignment is executed as of the Closing Date.

Seller:

THE LIBERTY SOLUTION, LLC, a North Carolina limited liability company, in its capacity as Court-Appointed Receiver

By: _____

Print Name: _____

Title: _____

Exhibit E

ADDENDUM TO PURCHASE AND SALE CONTRACT

This Addendum modifies, and is made a part of, the provisions of the Purchase and Sale Contract ("Contract") executed by Fuse 10, LLC (the "Buyer") and The Liberty Solution, LLC, Receiver ("Receiver") (referred to as the "Seller") for the purchase and sale of the real property described in the Contract (the "Property" or "Real Property"). **In the event of any conflict between the Contract and this Addendum, this Addendum shall control.**

1. The Receiver was appointed as Receiver by *Order Appointing Limited Receiver* dated June 24, 2026 (the "Receivership Order") in Henderson County, North Carolina, Superior Court (the "Court") case of Fuse 10, LLC v. Cedars Lodge & Spa, L.L.C. and 719Nomain LLC, Case No. 26CV001244-440. Receiver is the Seller for all purposes under the Contract. Pursuant to the powers and duties contained in the Receivership Order, the Receiver is authorized to administer the Property. The Receiver is authorized to market, negotiate and sell the Property under such terms and conditions as the Receiver in its sole discretion deems appropriate and to consummate any such sale after approval of the Court. Receiver's duty to perform the terms and covenants of the Contract is conditioned upon approval of the Court. In the event such approval is not granted, Buyer will receive full and immediate refund of its earnest money deposit, if any, and Buyer and Seller will have no duty to consummate the sale and purchase of the Property. Closing shall occur in accordance with the terms of the Contract after court approval.
2. Notwithstanding any other provision in the Contract and subject to the Court having entered an order approving the sale free and clear of liens, at closing the Receiver's sole obligations shall be to execute, deliver and/or provide the following documents to the closing agent:
 - a. A Special Warranty Deed to the Property in the form attached as Exhibit B to the Contract; and
 - b. A Bill of Sale conveying the Personal Property in the form attached as Exhibit C to the Contract; and
 - c. An Assignment of Intangible Property in the form attached as Exhibit D to the Contract; and
 - d. An owner's affidavit prepared by Seller in form sufficient to meet reasonable title company requirements to insure the title; and
 - e. A Certificate and Affidavit of Non-Foreign Status; and
 - f. A completed Form 1099-S; and
 - g. A Closing Statement prepared by Buyer's closing attorney and approved by Seller.
4. The Contract is not subject to due diligence. The Property includes a commercial building. The Property shall be sold "AS IS WHERE IS AND WITHOUT WARRANTIES."

The Receiver has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to: (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (b) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon; (c) the compliance of or by the Property with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (d) the habitability, merchantability or fitness for a particular purpose of the Property; or (e) the presence of any endangered or threatened species on the Property. As a Receiver who has assumed control of the Property for a limited time only and has no personal knowledge as to the history of the Property, the Seller has no information available as to its condition, history, or other factors which may be relevant to the Buyer. Seller shall not be required to make any repairs, improvements, ore other expenditures with respect to the Property and the Purchase Price represents the agreed value of the Property in its current condition. The Buyer hereby releases the Seller from any post-closing obligations whatsoever with respect to the Property. WITHOUT LIMITING THE FOREGOING, RECEIVER DOES NOT MAKE AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCE ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ANY AND ALL FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAWS, ORDINANCES, REGULATIONS, ORDERS, DECREES OR RULES REGULATING, RELATING TO OR IMPOSING LIABILITY OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES.

5. THE OCCURRENCE OF THE CLOSING WILL CONSTITUTE AN ACKNOWLEDGEMENT BY BUYER THAT THE PROPERTY WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, FROM THE RECEIVER, AND REGARDING THE RECEIVER, IN AN "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION THEREOF. EXCEPT AS MAY BE CONTAINED IN THE SPECIAL WARRANTY DEED CONVEYING TITLE OF THE PROPERTY TO BUYER.

6. The Receiver shall convey the interest in the Property by , special warranty deed in the form attached as Exhibit B to the Contract. The Property shall expressly be subject to any assessments for capital improvements, and any existing easements, restrictions, and the like.

7. The Receiver shall have no personal or individual liability under the Contract whatsoever, and any liability on the part of the Seller shall be limited to the specific portion of the Property that is the subject of this Contract.

8. Receiver will be responsible for filing a motion with the Court seeking approval of this sale, pursuant to the terms and conditions of this Contract. Seller and Buyer's obligations under this contract are contingent upon approval of this Contract by the Court.

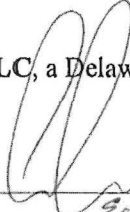
9. Closing shall occur on or before the fifteenth (15th) day after Court approval, if either (i) the Court approval order includes a finding by the Court that Buyer is a good faith purchaser entitled to the protection of N.C. Gen. Stat. Sec. 1-507.46(g) and the Court approval order has not been stayed, or (ii) expiration of the applicable appeal period following Court approval, if the order does not include a finding by the Court that Buyer is a good faith purchaser

entitled to the protection of N.C. Gen. Stat. Sec. 1-507.46(g) or the Court order has been stayed before the transfer.

10. The Court shall have jurisdiction over this Contract and any disputes related to this Contract.

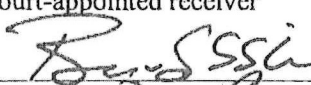
Buyer:

FUSE 10, LLC, a Delaware limited liability company

By: 
Name: Eyal Peretz
Title: Manager

Seller:

THE LIBERTY SOLUTION, LLC, a North Carolina limited liability company, in its capacity as court-appointed receiver

By: 
Name: BRIAN GRISSE
Title: MR