

COMMERCIAL PROPERTY PURCHASE AGREEMENT

This Commercial Property Purchase Agreement ("Agreement") is made effective as of the 1st day of July 2023, by and between:

Seller: Greenfield Investments LLC, a California limited liability company,

Buyer: Elite Property Acquisitions LLC, a Nevada limited liability company,

Escrow Agent: Elite Title & Trust Services.

Preamble

WHEREAS, Seller is the legal owner of certain commercial real estate located at 2500 Gateway Road, Hesperia, California, more commonly known as Gateway Plaza ("Property");

WHEREAS, the Buyer desires to purchase, and the Seller desires to sell the Property under the terms and conditions stated herein.

Article I: Terms of Agreement

Property Transfer

- Seller agrees to sell, and Buyer agrees to purchase the Property, including all associated land, structures, current leases, and related assets.

Purchase Consideration

- The total purchase price for the Property is set at Fourteen Million Dollars (\$14,000,000.00), payable by the Buyer to the Seller at the time of closing.

Earnest Money Deposit

- Buyer shall deposit an earnest money amount of Two Hundred Thousand Dollars (\$200,000.00) with the Escrow Agent within two business days after the effective date of this Agreement.

Due Diligence Period

- Buyer is granted a due diligence period of twenty-eight (28) days from the effective date to conduct its due diligence investigations of the Property.

Casualty and Eminent Domain

- If significant damage or a major portion of the Property is condemned after the due diligence period, Buyer may opt to continue with the purchase at the original price or terminate the agreement and receive a full refund of the deposit.

Brokerage Commission

- Both parties represent that there are no broker commissions due except for a commission payable to Cityscape Brokers by the Seller under a separate agreement.

Notification Requirements

- Notices under this Agreement must be in writing and sent to the respective party's address as stated herein. Address changes must be notified per Section 10.7 of this Agreement.

Post-Closing Obligations

- Within one year post-closing, Buyer is entitled to conduct a regulatory compliance audit of the Property's financial records, with the Seller's reasonable cooperation.

Complete Agreement

- This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings or agreements on the subject matter hereof.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date and year first above written.

SELLER:

Greenfield Investments LLC

By: _____

Name: [Seller's Representative Name]

Title: [Title]

BUYER:

Elite Property Acquisitions LLC

By: _____

Name: [Buyer's Representative Name]

Title: [Title]