
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 10, 2025

UNIFI, INC.

(Exact name of registrant as specified in its charter)

New York
(State or other jurisdiction
of incorporation)

1-10542
(Commission File Number)

11-2165495
(IRS Employer
Identification No.)

7201 West Friendly Avenue
Greensboro, North Carolina
(Address of principal executive offices)

27410
(Zip Code)

Registrant's telephone number, including area code: (336) 294-4410

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.10 per share	UFI	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

Real Estate Purchase and Sale Agreement

On April 10, 2025, Unifi Manufacturing, Inc. ("UMI"), a wholly owned subsidiary of Unifi, Inc. (the "Company"), and Enovum Data Centers Corp. (the "Buyer"), a Canadian corporation, entered into a Real Estate Purchase and Sale Agreement, dated as of April 10, 2025 (the "Purchase Agreement"). Pursuant to the Purchase Agreement, UMI agreed to sell to Buyer, and Buyer agreed to purchase from UMI, an industrial/manufacturing building together with the underlying land located in Madison, North Carolina, as well as certain machinery and equipment located thereon, for a cash purchase price of \$53.2 million (the "Purchase Price"). An earnest money deposit of \$2.25 million was deposited in escrow pursuant to the terms of the Purchase Agreement, of which \$1.2 million is non-refundable to Buyer. The closing of the transaction contemplated by the Purchase Agreement (the "Closing") is expected to occur on May 15, 2025, unless accelerated by Buyer pursuant to the terms of the Purchase Agreement.

The Purchase Agreement contains customary representations and warranties, which shall survive for twelve months following the Closing. Pursuant to the terms of the Purchase Agreement, UMI shall not have indemnification obligations for the breach of representations and warranties made in the Purchase Agreement until all losses of Buyer, individually or in the aggregate, equal to or exceed \$0.1 million, in which case UMI shall be obligated to indemnify Buyer from and against such losses in an amount not to exceed ten percent (10%) of the Purchase Price. The Purchase Agreement contains customary closing conditions, as well as a condition requiring the Buyer's receipt of an energy study verifying the potential energy capacity of the Property (as defined in the Purchase Agreement).

The net proceeds of the transaction will be used to repay a portion of the principal balance of term loans and revolving loans outstanding under the Company's existing Second Amended and Restated Credit Agreement (as amended to date, the "Credit Agreement"), dated as of October 28, 2022, by and among the Company and UMI, as Borrowers (the "Borrowers"), the lenders from time to time party thereto and Wells Fargo Bank, National Association, as agent ("Wells Fargo"). The total net book value of fixed assets associated with the Madison facility was \$9.0 million as of December 29, 2024.

Second Amendment to Credit Agreement

On April 10, 2025, the Company entered into a Second Amendment to the Credit Agreement (the "Second Amendment").

The Second Amendment amends the Credit Agreement to (i) permit UMI to enter into the Purchase Agreement and consummate the transaction contemplated thereby, (ii) permit UMI to allocate a portion of the net proceeds from the Purchase Price to repay outstanding revolving loans under the Credit Agreement, after the application of the greater of \$25 million or 50% of such net proceeds toward outstanding term loans, and (iii) require the consent of all lenders, rather than the Required Lenders (as defined in the Credit Agreement), in order to reset the maximum amount of the term loans available under the Credit Agreement.

The foregoing description of the Purchase Agreement is qualified in its entirety by reference to the text of such agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference with confidential or immaterial terms, provisions, and information redacted. Capitalized terms used, but not defined herein, shall have the respective meanings given to them in the Purchase Agreement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Real Estate Purchase and Sale Agreement, dated as of April 10, 2025, by and between Unifi Manufacturing, Inc. and Enovum Data Centers Corp. Certain portions of the exhibit that include immaterial and confidential information have been omitted.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

The information in this Current Report on Form 8-K, including the exhibits attached hereto, is being furnished and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in any such filing.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

UNIFI, INC.

Date: April 16, 2025

By: /s/ ANDREW J. EAKER
Andrew J. Eaker
Executive Vice President & Chief Financial Officer
Treasurer

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the “*Agreement*”) is made and entered into as of the 10th day of April, 2025 (the “*Effective Date*”) by and between **UNIFI MANUFACTURING, INC.**, a North Carolina corporation (the “*Seller*”), and **ENOVUM DATA CENTERS CORP.**, a Canadian corporation and its permitted assigns (the “*Buyer*”) (Buyer and Seller are referred to herein individually as a “*Party*” and, together, the “*Parties*”).

STATEMENT OF PURPOSE

A. Seller is the owner of that certain real property situated in Rockingham County, North Carolina, located at 805 Island Drive, Madison, North Carolina (being Parcel ID 169992), consisting of an industrial/manufacturing building (the “*Building*”) containing approximately nine hundred forty-six thousand five hundred eighty-six (946,586) square feet of gross building area, together with the land (the “*Land*”) underlying the same of approximately 94.83 acres, and being more particularly described on **Exhibit A** attached hereto. The Building and the Land, together with all related improvements, may be referred to as the “*Real Property*”.

B. Subject to the terms and conditions contained herein, Seller desires to sell the Property (as defined below) to Buyer and Buyer desires to purchase the Property from Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual conditions, covenants and restrictions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **Real Property.** Seller will sell, assign, transfer and convey to Buyer, AS-IS, WHERE-IS, and Buyer hereby will purchase and acquire from Seller, the following:
 - 1.1 The Real Property, together with all improvements and appurtenances thereto and all fixtures and systems attached thereto (unless such fixtures or systems are listed as “Excluded” on **Schedule 1.2** attached hereto);
 - 1.2 All that certain machinery and equipment located on the Real Property which is listed as “Included” on **Schedule 1.2** attached hereto (collectively, the “*Personal Property*”). For the avoidance of doubt, the Personal Property (i) shall not include any machinery or equipment listed as “Excluded” on **Schedule 1.2** attached hereto, (ii) shall include any machinery or equipment not listed as “Included” or “Excluded” on **Schedule 1.2** attached hereto but left on the Real Property on the Occupancy Termination Date (as defined below), and (iii) shall not include any machinery or equipment not listed as “Included” or “Excluded” on **Schedule 1.2** attached hereto and not on the Real Property on the Occupancy Termination Date (as defined below); and

- 1.3 All or any existing guarantees, warranties, entitlements, development rights and indemnities relating to the construction, operation and/or use of the Real Property and Personal Property in effect at the time of Closing, to the extent assignable (collectively, the “*Warranties*” and together with the Real Property and Personal Property, the “*Property*”).
2. Purchase Price. The purchase price for the Property of Fifty-Three Million Two Hundred Thousand and No/100 Dollars (USD \$53,200,000.00) (the “*Purchase Price*”), shall be paid as follows:
 - 2.1. Buyer shall, within two (2) business days after the Effective Date, deposit in escrow with Chicago Title Insurance Company (the “*Title Company*”), a deposit in the amount of Two Million Two Hundred Fifty Thousand and No/100 Dollars (USD \$2,250,000.00) (together with all interest earned thereon, the “*Earnest Money Deposit*”), of which One Million Two Hundred Thousand and No/100 Dollars (USD \$1,200,000) (the “*Non-Refundable Portion*”) is non-refundable to Buyer and the remainder shall be fully refundable to Buyer during the Inspection Period (as defined in Section 4 below) and otherwise as set forth in this Agreement, including Section 13.
 - 2.1.1 At Closing (as defined in Section 5.1 of this Agreement), the Earnest Money Deposit plus any accrued interest shall be paid to Seller and credited against the Purchase Price.
 - 2.2 The balance of the Purchase Price shall be paid to Seller by wire transfer in readily available funds on the Closing Date (as defined in Section 5.1).
 - 2.3 The Parties and Title Company agree to execute an escrow agreement in the form attached hereto as **Exhibit B**.
3. Survey and Title to the Real Property.
 - 3.1 Buyer, at Buyer’s expense, shall obtain a survey (the “*Survey*”) of the Real Property.
 - 3.2 Buyer, at Buyer’s expense, shall obtain an ALTA title commitment (the “*Title Commitment*”) issued by the Title Company for an owner’s title insurance policy in the amount of the Purchase Price setting forth the status of title to the Real Property and any exceptions thereto. Buyer shall have until the expiration of the Inspection Period (as defined herein) to review the Survey and the Title Commitment and determine if Buyer wishes to proceed to Closing. If there are any material defects of title or Survey relating to the Real Property that would prohibit Buyer’s ability to use and operate the Property as a data center (the “*Intended Use*”), Buyer may terminate this Agreement by providing written notice to Seller prior to the expiration of the Inspection Period, in which event, the Earnest Money Deposit shall be immediately returned to Buyer (other than the Non-Refundable Portion which shall be paid to Seller), this Agreement shall terminate and neither

Party shall have any additional rights, liabilities or obligations under this Agreement, except for those rights, liabilities and obligations which survive termination of the Agreement as expressly provided in this Agreement. If Buyer does not terminate the Agreement prior to the expiration of the Inspection Period all exceptions contained in the Title Commitment and all matters shown on the Survey other than Mandatory Cure Items (as defined below) shall be deemed **"Permitted Exceptions,"** and Seller shall have no obligation to cure any title exception except any Mandatory Cure Items. Notwithstanding anything to the contrary hereinabove provided, Seller covenants and agrees that at or prior to Closing, Seller shall (i) cause to be canceled and discharged as liens against the Property all mechanics' and contractors' liens and judgments which may be filed against Seller, and any other liens against the Property of a definite or liquidated amount (other than non-delinquent ad valorem taxes, to be prorated as provided herein) which may be removed by the payment of money which arose out of actions of the Seller or any party claiming by, through or under Seller; and (ii) cause to be released any security documents encumbering the Property which secures money borrowed by Seller or any party claiming by, through or under Seller (collectively, **"Mandatory Cure Items"**). Buyer shall pay for all costs related to the title examination, Title Commitment and title insurance premium and any ALTA endorsements required by Buyer or its lender and the costs associated with the title update of the Real Property charged by the Title Company at Closing. Seller shall be responsible for all costs incurred in connection with any Mandatory Cure Items.

3.3 At the Closing, Seller shall convey to Buyer good and marketable fee simple title to the Real Property, subject only to the Permitted Exceptions, and all rights, privileges and easements appurtenant thereto by duly executed and acknowledged Special Warranty Deed (the **"Deed"**) in recordable form for the County and State in which the Property is located.

4. Inspection Period. Buyer, its employees, agents or designees, at Buyer's sole expense, shall have a period from the Effective Date until April 14, 2025 (the **"Inspection Period"**) to examine and test the Property, and shall further have the right of ingress and egress over and through the Property for the purpose of inspecting, surveying, appraising, performing environmental inspections, and any other activities reasonably necessary to assess the Property, including the review of the title to the Real Property, as set forth in Section 3 (the **"Inspections"**) and if such Inspections disclose material defects with the Property that would prohibit Buyer's Intended Use, in Buyer's sole discretion, Buyer shall have the right to terminate this Agreement by providing written notice of termination to Seller on or before the expiration of the Inspection Period, in which event, the Earnest Money Deposit shall be immediately returned to Buyer (other than the Non-Refundable Portion which shall be paid to Seller), this Agreement shall terminate and neither Party shall have any additional rights, liabilities or obligations under this Agreement, except for those rights, liabilities and obligations which survive termination of this Agreement as expressly provided in this Agreement; provided, however, if Buyer does not terminate this Agreement prior to the expiration of the Inspection Period, Buyer shall have access to the Property for purposes of continuing the Inspections through the Closing Date, subject to

the terms and conditions set forth in this Section 4. In no event shall Buyer or its agents be permitted to perform any soil disturbing activities or invasive testing on the Real Property without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Buyer shall repair any damage to the Property caused by Buyer's access and Inspections to the Property and agrees to restore the Property to its condition immediately prior to any such access and Inspections promptly after conducting the same. Buyer shall indemnify and hold harmless Seller from and against any and all actual expenses, claims, or losses, including without limitation, Seller's attorneys' fees or court costs occasioned by such claims arising from or in connection with any activities of Buyer, its officers, agents, employees, or contractors with respect to the Property prior to Closing (collectively, "**Losses**"), excluding any such Losses arising from the negligence or intentional misconduct of Seller or Seller's agents or Buyer's mere discovery of pre-existing conditions. The Buyer's obligations under the preceding two (2) sentences shall survive the Closing or termination of this Agreement. Through the Closing Date, Buyer and Buyer's agents entering the Property shall maintain in effect, at Buyer's sole cost and expense, comprehensive general liability insurance with insurance carriers licensed in North Carolina and with an AM Best rating of A-, VII or better with bodily injury and property damage coverage of at least Five Million and No/100 Dollars (USD \$5,000,000.00) per occurrence and Five Million and No/100 Dollars (USD \$5,000,000.00) annual aggregate, naming Seller as an additional insured, and including a waiver of any right of subrogation against Seller. Buyer's policy should also be primary, non-contributory. These limits may be achieved through a combination of primary and excess umbrella liability policies. Buyer shall provide Seller with a certificate of insurance evidencing Buyer's compliance with the insurance requirements set forth herein. All on-site Inspections of the Property by Buyer, its officers, agents, employees, contractors, or designees shall occur during regular business hours at times reasonably determined by Seller which shall not unreasonably interfere with Seller's business operation with respect to the Property. If this Agreement is terminated for any reason, Buyer agrees to provide Seller with a copy of all third-party reports, surveys and other reports Buyer obtained during its Inspections at no cost to Seller, but without any representation or warranty whatsoever from Buyer.

Seller has delivered to Buyer, and Buyer confirms satisfactory receipt of, the items listed on **Schedule 4** attached hereto (collectively, the "**Property Documents**"). Seller makes no representations or warranties, express or implied, regarding the accuracy, completeness, or reliability of the Property Documents. All Property Documents delivered by Seller to Buyer are provided for information purposes only, and Buyer shall, at its own risk, be entitled to rely upon the completeness or accuracy of the Property Documents but should in all instances rely exclusively on its own Inspections with respect to all matters it deems relevant to its decision to purchase the Property from Seller. Seller shall have no liability to Buyer or any third party for any errors, omissions, or inaccuracies in any Property Documents, regardless of whether such errors, omissions, or inaccuracies were known or should have been known by Seller.

5. The Closing.

- 5.1 The Closing of the transaction contemplated by this Agreement (the “**Closing**”) shall take place on May 15, 2025, or on such other earlier date as Buyer may elect in its discretion, by providing at least five (5) business days advance written notice to Seller. The date on which the Closing actually takes place shall be referred to herein as the “Closing Date”.
- 5.2 At or before the Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:
- 5.2.1 The Deed conveying to the Buyer the Real Property, and all rights, privileges, and easements appurtenant thereto as required by Section 3.3 above, subject to the Permitted Exceptions, in form attached hereto as **Exhibit C** and incorporated herein by reference;
 - 5.2.2 A Quitclaim Deed conveying to the Buyer the Real Property as described on the Survey;
 - 5.2.3 A Bill of Sale conveying all Personal Property;
 - 5.2.4 A general assignment of all of Seller’s right, title and interest, in and to all permits, warranties, entitlements, development rights and guaranties (to the extent assignable) for the Real Property and Personal Property;
 - 5.2.5 Seller’s corporate resolutions authorizing the transactions contemplated by this Agreement and qualification certificate issued by the North Carolina Secretary of State;
 - 5.2.6 A Non-Foreign Affidavit in the form reasonably acceptable to the Buyer and Title Company;
 - 5.2.7 Title Affidavit (including, liens, possession and gap indemnity) in a form reasonably acceptable to the Title Company, Seller, and Buyer for Title Company to issue a title policy consistent with the Title Commitment, subject to the Permitted Exceptions;
 - 5.2.8 Seller’s signed counterpart of the Occupancy Agreement (as defined herein);
 - 5.2.9 Except as set forth in Section 14, exclusive possession of the Property in accordance with the terms of this Agreement; and
 - 5.2.10 An executed closing statement (the “**Closing Statement**”), prepared by counsel for Buyer or Title Company, and in form and content satisfactory to Buyer and Seller as well as any other documents, instruments or agreements called for hereunder or reasonably required to consummate the transactions under this Agreement required to be signed by the Seller.

- 5.3 At or before the Closing, Buyer shall deliver or cause to be delivered to the Seller the following:
- 5.3.1 The balance of the Purchase Price by wire transfer in readily available funds of the United States and such other funds as may be required to close the escrow;
 - 5.3.2 Buyer's signed counterpart of the Occupancy Agreement; and
 - 5.3.3 The Closing Statement executed by Buyer as well as any other documents, instruments or agreements called for hereunder or reasonably required to consummate the transactions under this Agreement required to be signed by the Buyer, which have not previously been delivered.
- 5.4 Seller and Buyer shall each deposit such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the purchase of the Property in accordance with this Agreement.
- 5.5 Seller and Buyer agree to prorate real property taxes as of the Closing Date (with Buyer being responsible for the Closing Date and through Occupancy Termination Date (as defined below)). The Parties agree that utilities charges shall be allocated and shared as outlined in the Occupancy Agreement.
- 5.6 Seller is responsible for and shall pay (i) the cost of any transfer taxes for Seller's conveyance of its fee simple interest in the Real Property, (ii) any brokerage fee due to the Brokers (as defined herein), (iii) cost and expenses to cure any Mandatory Cure Items, (iv) one half (1/2) of the Title Company's escrow/closing fees, if any, and (v) the fees and expenses of Seller's attorney.
- 5.7 Buyer is responsible for and shall pay (i) the cost of the owner's and, if applicable, lender's premium for the policy of title insurance to be issued pursuant to the Title Commitment and any title insurance ALTA endorsements desired by Buyer or its lender, (ii) one half (1/2) of the Title Company's escrow/closing fees, if any, (iii) the cost of recording the Deed and the Quitclaim Deed, (iv) the cost of the Survey, third party reports or any other costs or expenses of Buyer's Inspections or investigations of the Property, (v) all closing costs, recording fees, mortgage taxes and any other costs associated with or related to Buyer's financing, and (vi) the fees and expenses of Buyer's attorney.
- 5.8 Any other costs and fees to be paid at Closing, not specifically described above, shall be paid by such Party as is customary in real estate closings in Rockingham County, North Carolina.

6. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer, which warranties and representations shall survive the Closing as set forth herein, as follows:
- 6.1 This Agreement and all the documents executed by Seller which are to be delivered to Buyer at the Closing are, and at the time of Closing will be, duly authorized, executed, and delivered by Seller, are and at the time of Closing will be, legal, valid, and binding obligations of Seller, are and at the time of Closing will be, sufficient to convey title (if they purport to do so), and, to the Seller's knowledge, do not, and at the time of Closing will not, violate any provisions of any agreement to which Seller is a party or to which it or any of its assets are subject.
- 6.2 Seller is not a "**foreign person**" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, nor is the sale of the Property subject to any withholding requirement imposed by the Internal Revenue Service, including, but not limited to, Section 1445 thereof.
- 6.3 Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "**Order**") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation or orders are collectively called the "**Orders**"). Seller (A) is not listed on the Specially Designated Nationals and Blocked Person List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "**Lists**"), (B) is not a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (C) is not owned or controlled by (including without limitation by virtue of such Person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other Person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. The foregoing representation shall not apply with respect to the beneficiaries of any pension plan participating in Seller.
- 6.4 Seller is not a party to, or to its knowledge, affected by any litigation, administrative action, investigation or other governmental or quasi-governmental proceeding which would or could have an adverse effect upon the Property or upon the ability of Seller to fulfill its obligations under this Agreement. To Seller's knowledge, there are no lawsuits, administrative actions, governmental investigations or similar proceedings, including, without limitation, real estate tax assessment appeals, pending or threatened against or affecting the Property or any portion thereof or any interest therein.

- 6.5 Seller is not a party to any voluntary or involuntary proceedings under any applicable laws relating to the insolvency, bankruptcy, moratorium or other laws affecting creditors' rights to the extent that such laws may be applicable to Seller.
- 6.6 Seller has not received written notice of any assessments or special assessments by a public body, whether municipal, county, or state imposed, contemplated or confirmed and ratified against any of the Real Property for public or private improvements which are now or hereafter payable. To Seller's knowledge, the Real Property is not part of any improvements district, or similar program which could result in additional assessments against the Real Property.
- 6.7 The Real Property is currently zoned M2. Seller has no knowledge of, and has not received notice of any action, threatened or proposed, to change the zoning classification of the Real Property.
- 6.8 Except for the Buyer under this Agreement, no person has any written or oral agreement, present or future, contingent or absolute, option, understanding or commitment, or any right (including a right of first refusal or other purchase right) or privilege capable of becoming such for the purchase or other acquisition of any of the Property.
- 6.9 There are no leases, licenses, agreements or options to lease or other tenancy agreements with respect to the Property which are currently in effect, and at Closing there will be no leases, licenses, agreements or options to lease or other tenancy agreements with respect to the Property which are in effect.
- 6.10 All service contracts applicable to the Real Property (collectively, the "***Service Contracts***") are listed on **Schedule 6**. The continuation or termination of the Service Contracts after the Closing Date shall be governed by the Occupancy Agreement (as defined below). Except for the Service Contracts, there are no other unrecorded contracts, agreements or documents affecting the Real Property or any portion thereof.
- 6.11 To Seller's knowledge, the Property is not subject to any roll-back or deferred taxes, impact fees, traffic or trip fees, development fees, utility capacity, utility extension, sewer connection, tap or other similar type fees or assessments imposed by any governmental authority with respect to the development of the Property or any other recoupment arising under any applicable laws or covenants relating to the taxation or development of the Property or any part thereof.
- 6.12 Except as set forth in Seller's environmental reports made available to Buyer and the Property Documents, to Seller's knowledge: (i) no Hazardous Substances (as defined below) presently exist or have been discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on, in, or under the Real Property in violation of Environmental Laws (as defined below); (ii) no PCBs are located on or in the Real Property, whether in electrical transformers, fluorescent

light fixtures with ballasts, cooling oils, or otherwise; (iii) no underground storage tanks are located on the Real Property or were located on the Real Property and were subsequently removed or filled; (iv) no investigation, administrative order, consent order or agreement, litigation, or settlement with respect to Hazardous Substances is proposed, threatened, anticipated or in existence with respect to the Real Property; and (v) Seller has not received any written notice, citation, summons, directive, order or other communication, written or oral, from, and Seller has no knowledge of the filing or giving of any such notice, citation, summons, directive, order or other communication by, any governmental or quasi-governmental authority or agency or any other person or party concerning the presence, generation, treatment, storage, transportation, transfer, disposal, release, or other handling of any Hazardous Substance within, on, from, related to, or affecting the Real Property. For purposes of this Agreement, "Hazardous Substances" means all hazardous waste, hazardous substances, hazardous constituents, hazardous materials, toxic substances, or related substances or materials, whether solids, liquids or gases including, but not limited to, polychlorinated biphenyl (commonly known as PCBs), asbestos, radon, urea formaldehyde, petroleum products (including gasoline and diesel oil), toxic substances, hazardous chemicals, spent solvents, sludge, ash, containers with hazardous waste residue, spent solutions from manufacturing processes, pesticides, explosives, organic chemicals, inorganic pigments and other similar substances, as each of the foregoing terms are defined under, or regulated or governed by, any and all "Environmental Laws," which for purposes of this Agreement, means (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. S 9601 et seq., (ii) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. S 1801 et seq., (iii) the Resource, Conservation and Recovery Act of 1976, as amended, 42 U.S.C. S 6901 et seq., (iv) the Clean Water Act, as amended, 33 U.S.C. S 1251 et seq., (v) the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. S 2601 et seq., (vi) the Clean Air Act, as amended, 42 U.S.C. S 7401 et seq., and (vii) any so-called "superfund" or "superlien" law.

- 6.13 All representations set forth in this Section 6 shall be deemed made as of the Effective Date of this Agreement. Seller agrees that it will execute a certificate of its representations and warranties hereunder certifying the same to be true and accurate as of the Closing Date, except as may need to be updated to reflect any changes in fact between the Effective Date and the Closing Date. All such representations and warranties of Seller shall survive the Closing and shall not be deemed to have merged into and be governed by any Closing documents for the period of twelve (12) months following the Closing Date (the "**Survival Period**"). If Buyer has actual knowledge, prior to Closing, that any representation or warranty under this Agreement is not true but proceeds to Closing, Buyer shall have waived any right to make any claim with respect to such representation and warranty, including during Survival Period. If Buyer discovers, after Closing, but within the Survival Period, that any representation or warranty made in this Agreement is not true in any material respect, Buyer shall be entitled to exercise its remedies available at law subject to the limitations set forth in Section 6.14 below, provided

as a condition precedent to Buyer's right to do so, Buyer must deliver written notice of such breach to Seller, within the Survival Period. Until the expiration of the Survival Period, and, if applicable, payment or disposition in a final, non-appealable judgment by a court of competent jurisdiction of all claims made by the Buyer under this Agreement, the Seller shall remain in existence and in good standing in its jurisdiction of incorporation (the "**Existence Covenant**"). The Seller shall provide reasonable evidence of its satisfaction of the Existence Covenant within fifteen (15) days after written request therefor from the Buyer at any time prior to the expiration of the Survival Period (provided the Seller shall not be required to deliver such evidence more than one (1) time). This Section 6.13 shall survive Closing.

- 6.14 Seller shall indemnify and hold Buyer harmless from and against any and all actual claims, actions, judgments, liabilities, liens, damages, penalties, fines, costs and reasonable attorneys' fees, foreseen or unforeseen, asserted against, imposed on or suffered or incurred by Buyer (or the Real Property) directly or indirectly arising out of or in connection with any breach of the warranties, representations and covenants set forth in this Agreement by Seller, except to the extent waived at Closing as set forth in Section 6.13 above. Buyer shall not have the right to bring a cause of action for a breach of a representation or warranty unless the actual damage to Buyer on account of such breach (individually or when combined with damages from other breaches) equals or exceeds One Hundred Thousand and No/100 Dollars (USD \$100,000.00) (the "**Basket**"). In the event Buyer's claims hereunder reach or exceed the Basket prior to the end of the Survival Period, Buyer shall be entitled to recover all such claimed amounts and not just that portion of its claims that exceed the Basket amount. In no event shall Seller's aggregate liability for breaches of the representations and warranties given by Seller exceed ten percent (10%) of the Purchase Price.
- 6.15 References to "Seller's knowledge" or "knowledge of Seller" or similar such phrases mean the actual knowledge, without investigation, of [*****].

7. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller, which representations and warranties shall survive Closing, as follows:

- 7.1 All documents executed by Buyer which are to be delivered to Seller at Closing are, or at the Closing will be, duly authorized, executed, and delivered by Buyer, and are, or at the Closing will be, legal, valid, and binding obligations of Buyer, and, to the Buyer's knowledge, do not, and will not at the time of Closing, violate any provisions of any agreement to which Buyer is a party or to which it or its properties are subject.
- 7.2 Buyer is in compliance with the requirements of the Order and other similar requirements contained in the rules and regulations of OFAC and in any enabling legislation or other Executive Orders or regulations in respect thereof. Buyer (A) is not listed on the Specially Designated Nationals and Blocked Person List

maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders, (B) is not a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (C) is not owned or controlled by (including without limitation by virtue of such Person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other Person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. The foregoing representation shall not apply with respect to the beneficiaries of any pension plan participating in Buyer.

8. Default.

8.1. Buyer's Default. If the Closing is not consummated because of Buyer's breach of this Agreement, default, failure or refusal to perform hereunder, then, after not less than five (5) days' prior written notice and opportunity to cure, Seller shall, as its sole and exclusive remedy for such default, retain the Earnest Money Deposit as liquidated damages. Buyer and Seller acknowledge that it is impossible to precisely estimate the damages which might be suffered by Seller upon Buyer's default and that the Earnest Money Deposit represents a reasonable estimation of such damages.

8.2. Seller's Default. In the event of a breach of this Agreement by Seller (including, without limitation, Seller's failure or refusal to convey the Property to Buyer as required by this Agreement), which breach is not cured within five (5) days' after prior written notice from Buyer, Buyer shall be entitled, at its option, to either (a) seek specific performance of this Agreement against Seller in a court of competent jurisdiction by filing such action within sixty (60) days of Seller's default, in which event Seller shall pay Buyer for all of Buyer's costs and expenses (including, without limitation, court costs, reasonable and actual attorneys' fees, and expenses) incurred in connection with the enforcement of this Agreement if Buyer is the prevailing party in such enforcement proceeding, or (b) terminate this Agreement and receive a full refund of the Earnest Money Deposit (other than the Non-Refundable Portion which shall be paid to Seller) and be reimbursed for all of Buyer's actual costs and expenses incurred in connection with this Agreement and Buyer's due diligence, not to exceed Five Hundred Thousand and No/100 Dollars (USD \$500,000.00). The foregoing notwithstanding, in the event the remedy of specific performance is not available due to the intentional breach by Seller of the provisions of this Agreement, Buyer shall have all rights and remedies at law or in equity. The Parties agree that the foregoing limitations on remedies shall not apply in the case of any breach by Seller of any representation or warranty under this Agreement and remedies for such breaches shall be subject to the provisions of Section 6.14 above.

9. Miscellaneous.

9.1. Notices. Any notice which may be required or permitted hereunder shall be in writing and shall be deemed delivered upon dispatch if sent via electronic mail (email) communication (with electronic confirmation of receipt), Federal Express or other nationally recognized overnight air courier, or upon receipt or refusal if sent via hand delivery or United States Mail, registered or certified, in any case addressed to such Party at the addresses set forth below.

If to Seller: Unifi Manufacturing, Inc.
7201 West Friendly Avenue
Greensboro, North Carolina 27410
Attn: Andrew J. Eaker
Email: [*****]

With copy to: [*****]
[*****]
[*****]
[*****]
[*****]

If to Buyer: Enovum Data Centers Corp.
D-3195 RD Bedford
Montreal (Quebec) H3S 1G3 Canada
Attn: Bryan Bullett/Simon Hamelin-Choquette
Email: [*****]

With copy to: [*****]
[*****]
[*****]
[*****]
[*****]

9.2 Brokers and Finders. Buyer and Seller each represent and warrant to each other that, except for [*****], acting as the Buyer's broker ("**Buyer's Broker**"), and [*****], acting as the Seller's broker ("**Seller's Broker**"), neither Party has dealt with a broker in connection with, nor has any broker had any part in bringing about, this transaction. Buyer and Seller shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs, and interest. Seller shall pay a commission to Seller's Broker pursuant to the terms of a separate agreement. The provisions of this Section 9.2 shall survive the Closing or the termination of this Agreement prior to the Closing.

- 9.3 Successors and Amendments. Except for an assignment to an affiliate of Buyer, Buyer shall not have the right to assign this Agreement or any of its rights or obligations to any persons, corporations, or other entity without the prior written consent of the Seller, which consent may be withheld in Seller's sole discretion. For purposes of this Agreement, an "affiliate" means any other person who directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Buyer, including, without limitation, any limited liability company for which Buyer is the manager. As used in this Section 9.3, the term "control" (including the terms "controlling", "controlled by", or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of Buyer, whether through ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Buyer shall not be released of its obligations hereunder as a result of any assignment through the Closing Date.
- 9.4 Governing Law & Merger. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflict of laws principles. The Parties further agree that any suit, action, or proceeding arising out of this Agreement shall be submitted to and brought exclusively before the appropriate federal or state courts in the State of North Carolina. The Parties acknowledge that this Agreement has been prepared, negotiated, executed, and entered into as a contract in the State of North Carolina. This Agreement supersedes all prior agreements and understandings between the Parties hereto relating to the subject matter hereof.
- 9.5 Enforcement. If either Party hereto fails to perform its obligations under this Agreement, or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement and any action or steps are taken in furtherance thereof including, but not limited to, the commencement of legal proceedings, lawsuits, arbitration, or other proceedings arising out of, relating to, or based in any way on this Agreement, including, without limitation, tort actions and actions for injunctive and declaratory relief, the non-prevailing party in the dispute shall pay any and all actual costs and expenses incurred by the prevailing party in enforcing or establishing its rights hereunder, or in defending itself or its rights hereunder, or both including, without limitation, all court costs, all fees and costs incurred in any appellate process, and attorneys' fees actually incurred.
- 9.6 Document Execution. It is understood and agreed by Seller and Buyer that until this Agreement is fully executed by both Seller and Buyer there is not and shall not be an agreement of any kind between the Parties upon which any commitment, undertaking, liability, or obligation can be founded.
- 9.7 Interpretation. This Agreement shall not be construed in favor or against either Party but shall be construed as if all Parties prepared this Agreement.

- 9.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement. Additionally, the Parties hereby covenant and agree that, for purposes of facilitating the execution of this Agreement, a facsimile, PDF, or DocuSign signature shall be deemed to be an original signature.
- 9.9 Time. Time is of the essence with respect to each provision of this Agreement subject to Section 9.10.
- 9.10 Final Dates. If the final date of any deadline falls upon a Saturday, Sunday, or holiday recognized by the U.S. Postal Service, then in such event the time of such deadline shall be extended to the next day that is not a Saturday, Sunday, or holiday recognized by the U. S. Postal Service. Whenever the word “days” is used herein, it shall be considered to mean “calendar days” and not “business days” unless an express statement to the contrary is made.
- 9.11 Confidentiality. The Parties covenant and agree that the matter of confidentiality shall be governed by that certain Mutual Non-Disclosure Agreement between the Parties, effective as of [*****], which is attached hereto as **Exhibit D** (the “*Non-Disclosure Agreement*”). The Parties acknowledge that the Seller is a public company listed on the New York Stock Exchange and that the Buyer’s parent company, [*****], is a public company listed on the NASDAQ stock exchange, and that as such both companies are subject to the rules and regulations of the U.S. Securities and Exchange Commission (“*SEC*”). The Parties agree that any disclosure required of Seller or [*****] pursuant to the United States securities laws, the SEC rules and regulations, the New York Stock Exchange or the NASDAQ would be permissible pursuant to Section 3.4 of such Non-Disclosure Agreement and subject to the terms and conditions of Section 4 of the Non-Disclosure Agreement.
- 9.12 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
10. AS-IS, WHERE-IS Sale. Buyer expressly acknowledges that the Property is being sold and accepted in its **AS-IS, WHERE-IS, WITH ALL FAULTS** condition and except for the express representations and warranties set forth in this Agreement and the Deed to be delivered by Seller at Closing, Seller makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, (i) the conformity of the Property to any past, current or future applicable zoning or building code requirements or compliance with any other laws, rules, ordinances, or regulations of any government or other body, (ii) the nature and effect of any easement, right-of-way, restrictions, reservations or other encumbrances on Buyer’s Intended Use of

the Property, (iii) whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, (iv) the existence or non-existence of asbestos, hazardous waste or other toxic or hazardous materials of any kind or any other environmental condition or whether the Property is in compliance with the Environmental Laws, or (v) any other matter whatsoever affecting the Property (collectively, the ***“Property Conditions”***), and **BUYER HEREBY WAIVES ANY AND ALL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** relating to the Property, its improvements or the Property Conditions. Without limiting the generality of the foregoing, Buyer agrees that with respect to removal between the Effective Date and the Closing Date of any machinery and equipment which is not included in the Personal Property to be transferred to Buyer pursuant to Schedule 1.2 of this Agreement, Seller shall have no responsibility for repairing any minor damage caused thereby (such as filling bolt or mounting holes in the concrete flooring which is incidental to the removal); however, Seller shall have responsibility for repairing any major damage caused thereby (for example and not as a limitation, knocking down walls or holes in walls or floors from forklift or similar machinery). The Parties agree that Seller’s obligations with respect to removal of any machinery and equipment which is not included in the Personal Property to be transferred to Buyer pursuant to Schedule 1.2 of this Agreement after the Closing Date shall be governed by the Occupancy Agreement. The provisions and waivers of this Section 10 shall survive the Closing.

11. Casualty Loss and Condemnation: In the event of any casualty loss to all or a material portion of the improvements located on the Real Property in excess of One Million and No/100 Dollars (USD \$1,000,000.00) prior to Closing (***“Material Casualty Loss”***) or in the event of any condemnation or eminent domain proceedings for any public or quasi-public purposes at any time prior to Closing, resulting in a taking of all or any material portion of the Real Property that materially prevents access to and from the Real Property, or makes the Real Property unsuitable for the Intended Use (***“Material Condemnation”***), Buyer shall have the option at any time prior to Closing (i) to cancel this Agreement and receive a refund of its Earnest Money Deposit (other than the Non-Refundable Portion which shall be paid to Seller) and this Agreement shall be of no further force and effect, except those obligations that survive termination; or (ii) to proceed to Closing, in which event the Purchase Price shall not be abated. If any such casualty or condemnation is not determined to be a Material Casualty Loss or a Material Condemnation, Buyer shall not be permitted to terminate this Agreement and the Parties shall proceed to Closing. Notwithstanding the foregoing, if such casualty or condemnation is not determined to be a Material Casualty Loss or a Material Condemnation, or it is determined to be a Material Casualty Loss or a Material Condemnation and Buyer decides to proceed to Closing pursuant (ii) above, Seller shall assign any and all insurance proceeds and/or condemnation

or eminent domain award, as the case may be to Buyer. From and after the Effective Date, Seller agrees not to enter into any settlement of any Casualty Loss or Condemnation without the proper written consent of Buyer. Notwithstanding the preceding two sentences, Seller shall not be obligated to assign insurance proceeds and/or condemnation or eminent domain awards, nor refrain from entering into any settlement of any Casualty Loss or Condemnation without the proper written consent of Buyer, if in any such case such assignment or restraint shall be prohibited by, or inconsistent with, Seller's arrangement with its lender(s). Further, Buyer acknowledges that the occurrence of a casualty loss or any condemnation or eminent domain proceedings shall not be a default by Seller under this Agreement, and in no event shall Seller have any restoration obligations following a casualty loss or condemnation or eminent domain. In the event of any casualty event or condemnation, in which the proceeds are not made available by Seller's lender(s), Buyer shall have the option to either (i) terminate this Agreement and receive a refund of the Earnest Money Deposit (other than the Non-Refundable Portion which shall be paid to Seller) or (ii) proceed to Closing and the Purchase Price shall be reduced by the lesser of (x) the amount of the reduction in value of the Property or (y) the amount of the construction costs necessary to restore the Property to the condition that existed prior to such casualty or condemnation.

12. Covenants:

12.1. Seller. Between the Effective Date and the Closing Date, (a) Seller shall maintain the Property (including performance under any Service Contract Buyer is electing to assume post-Closing), and shall comply with all applicable laws and Environmental Laws (as defined herein); provided, however that except as necessary to comply with all applicable laws and Environmental Laws, Seller shall have no obligation to maintain or repair the Real Property or Personal Property; provided, Seller shall not cause any waste and Seller shall have responsibility for repairing any major damage (for example and not as a limitation, knocking down walls or holes in walls or floors from forklift or similar machinery) caused by the removal of any machinery and equipment which is not included in the Personal Property to be transferred to Buyer pursuant to Schedule 1.2 of this Agreement; (b) unless Buyer has given its prior written consent, Seller shall not make any material changes to or alterations of the Real Property or Personal Property except to perform (i) emergency repairs (regarding which Buyer shall be promptly advised in writing), and (ii) any other work having Buyer's prior written approval. Seller shall, promptly upon Seller's obtaining knowledge thereof, provide Buyer with a written notice (i) of any event which has or has the potential to have an adverse effect on the Property, or (ii) concerning the Real Property received by Seller from any governmental or quasi-governmental authority or from any insurance company, including any violation of applicable law or Environmental Laws, or any service of

process relating to the Property or which affects Seller's ability to perform its obligations under this Agreement.

12.2. Buyer and Seller. Between the Effective Date and the Closing Date, Buyer and Seller shall each use diligent efforts in coordinating with [*****] to obtain the Energy Study in a timely manner

13. Conditions to Closing: Notwithstanding any other conditions to Closing set forth in this Agreement, Buyer's obligation to purchase the Property or otherwise to perform any obligation provided in this Agreement is expressly conditioned upon the due performance by Seller of each material undertaking and covenant and agreement to be performed by Seller under this Agreement including, but not limited to, delivery of all items and documents required under Section 5.2 and the truth, accuracy and completeness in all material respects, of each representation and warranty made in this Agreement by Seller. Upon failure of any of such conditions, which failure is not remedied within five (5) days' after prior written notice from Buyer, Buyer may terminate this Agreement. In the event of termination of this Agreement pursuant to this Section, the Earnest Money Deposit (other than the Non-Refundable Portion which shall be paid to Seller), and any other monies theretofore paid on account, if any, shall be returned to Buyer and neither Party shall have any further liability or obligation to the other hereunder.

In addition, the Parties agree that the obligations of Buyer to close under the terms of this Agreement shall be expressly conditioned upon the Buyer's receipt of an Energy Study from [*****] verifying that within [*****] from the Closing Date, [*****] will be able to supply [*****] megawatts (the "**Capacity**") to the Property (the "**Energy Study**"). In the event the Energy Study has not been received on or before the Closing Date or the Energy Study does not confirm the Capacity, Buyer shall have the right to either: (i) extend the Closing Date for a reasonable period of time, not to exceed thirty (30) days, in order to obtain the Energy Study from [*****] or to hold conversations with [*****] regarding energy capacity to the Property, as applicable; or (ii) terminate this Agreement. In the event of termination of this Agreement pursuant to this Section 13, the Earnest Money Deposit (other than the Non-Refundable Portion which shall be paid to Seller) and neither Party shall have any additional rights, liabilities or obligations under this Agreement, except for those rights, liabilities and obligations which survive termination of the Agreement as expressly provided in this Agreement.

14. Additional Provisions Concerning Closing. Buyer and Seller anticipate that after the Closing Date hereunder, Seller will remain in possession of a portion of the Property until [*****] (the "**Occupancy Termination Date**"). In the event of a Closing Date in advance of the Occupancy Termination Date, the Parties agree that the Seller's occupancy rights shall be governed by a license agreement between Buyer and Seller substantially in the form attached hereto as **Exhibit E** (the "**Occupancy Agreement**").

15. [Intentionally Left Blank].

16. Announcements. Both before and after the Closing Date, neither the Seller nor the Buyer shall issue any press release or other public announcement or release information with respect to this Agreement to the press or the public unless the same has been mutually approved by the Buyer and the Seller, each acting reasonably, or such disclosure is in the good faith opinion of the Buyer or the Seller, as the case may be, required in order to comply with any applicable laws or regulations, including U.S. securities laws, or the rules, orders or regulations of any stock exchange to which Buyer or Seller is subject.

[Signatures on the following page.]

IN WITNESS WHEREOF the Buyer and Seller have executed this Agreement as of the Effective Date.

SELLER:

UNIFI MANUFACTURING, INC.,
a North Carolina corporation

By: /s/ Edmund M. Ingle
Name: Edmund M. Ingle
Title: Chief Executive Officer

BUYER:

ENOVUM DATA CENTERS CORP.,
a Canadian corporation

By: /s/ Billy Krassakopoulos
Name: Billy Krassakopoulos
Title: Chief Executive Officer

ACKNOWLEDGEMENT OF TITLE COMPANY

The undersigned hereby acknowledges receipt of the fully executed Real Estate Purchase and Sale Agreement dated April 10, 2025, and the Earnest Money Deposit in the amount of Two Million Two Hundred Fifty Thousand and No/100 Dollars (USD \$2,250,000.00) this 11th day of April, 2025.

CHICAGO TITLE INSURANCE COMPANY

By: /s/ M. Scott Mansfield
Title: V.P.
Name: M. Scott Mansfield
Address: 200 S. Tryon Street, Suite 800
Phone: (704) 319-7086
Email: shannon.farrell@ctt.com

**PURCHASE AGREEMENT - EXHIBIT A
LEGAL DESCRIPTION**

[*****]

**PURCHASE AGREEMENT - EXHIBIT B
FORM OF ESCROW AGREEMENT**

[*****]

**PURCHASE AGREEMENT - EXHIBIT C
SPECIAL WARRANTY DEED**

[*****]

**PURCHASE AGREEMENT - EXHIBIT D
MUTUAL NON-DISCLOSURE AGREEMENT**

[*****]

**PURCHASE AGREEMENT - EXHIBIT E
FORM OF OCCUPANCY AGREEMENT**

[*****]

SCHEDULE 1.2

[*****]

SCHEDULE 4

DUE DILIGENCE MATERIALS

[*****]

SCHEDULE 6

SERVICE CONTRACTS

[***]**

