EQUIPMENT PURCHASE AGREEMENT

Date: July 16, 2026

Subject to the terms and conditions of this Agreement, the undersigned Buyer(s) (hereinafter "Buyer", whether one or more) offers and agrees to purchase from East Noble School Corporation ("Seller") and, upon execution of Seller's acceptance below, Seller agrees to sell to Buyer the personal property and equipment described as follows (collectively, the "Property"):

- Wedge-shaped tables (25)
- Square cube desks (4)
- Burgundy plastic stackable chairs (36)
- Office cubical desks (3)
- 4-drawer filing cabinets (5)
- Tan, yellow & green chairs (29)
- Shelving units (6)
- Assorted other tables, chairs, & misc. cabinets now located in the Tract 1 building

being the property identified as "Tract 2" and put up for bids via timed online auction ("Auction") conducted by Schrader Real Estate and Auction Company, Inc. ("Auction Company") on behalf of Seller, and being the personal property now located in the building at the real estate identified for purposes of the Auction as Tract 1 ("Tract 1").

1. **PURCHASE PRICE.** Buyer agrees to pay, as the purchase price for the Property, the sum of $__________________________ ("Purchase Price"), all of which shall be paid to Auction Company concurrently with the execution of this Agreement.
2. **TITLE AND POSSESSION.** Buyer assumes all risk of loss with respect to the Property (and Buyer is responsible for insuring against such loss) effective immediately upon Seller's acceptance. However, notwithstanding any other provision, the parties intend that title to the Property shall not vest in Buyer (and Buyer shall not take possession of the Property) until final and effectual payment of the entire Purchase Price has been received by Auction Company. In the event of any failure, default, deficiency, defect, dishonor, chargeback, reversal, mistake and/or fraud with respect to the delivery of the Purchase Price in accordance with this Agreement ("Payment Defect"), Seller may elect to terminate Buyer's right to acquire the Property under this Agreement (without prejudice to Seller's right to recover any contract damages or other damages) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.
3. **LOAD-OUT.** This Section (including subsections a, b, c and d, below) applies if: (i) *Buyer is not purchasing Tract 1* pursuant to a separate Real Estate Purchase Agreement; or (ii) Buyer is purchasing Tract 1 pursuant to a separate Real Estate Purchase Agreement and *Buyer fails to complete the purchase of Tract 1* for any reason. If this Section applies:
   a. Buyer is responsible for performing and/or hiring the performance of all Load-Out Activities as are necessary to complete the removal of the Property from Tract 1 on or before the Load-Out Deadline and otherwise in accordance with the provisions of this Agreement, but not before making full and effectual payment of the entire Purchase Price. All work and/or activities performed in connection with the disassembly, loading, removal and/or transportation of the Property from Tract 1 ("Load-Out Activities") shall be performed and completed at Buyer's sole risk and expense and as expeditiously as possible while taking all reasonable measures to prevent injury to person or damage to property and to minimize the disruption of the use of Tract 1.
   b. The "Load-Out Deadline" is 12 pm noon on **July 23, 2026**; *provided*, *however*, if Buyer is purchasing Tract 1 pursuant to a separate Real Estate Purchase Agreement and Buyer fails to complete the purchase of Tract 1 for any reason, the "Load-Out Deadline" is seven (7) days after the termination of Buyer's right to acquire Tract 1 pursuant to the Real Estate Purchase Agreement.
   c. If Buyer fails to remove the Property from Tract 1 in accordance with the provisions of this Agreement, Buyer's obligations under this Agreement will be in default and Seller shall have the right to enforce any one or more of the following rights and remedies: (i) Seller may (but need not) elect to move any or all of the Property to a different site or location, at Buyer's risk and expense, and/or to enforce any right of ejectment and/or other lawful remedy with respect to the removal of the Property from Tract 1; (ii) Seller may (but need not) elect to store, insure and/or otherwise preserve any of the Property at Buyer's risk and expense; (iii) Seller may (but need not) incur costs in connection with the exercise of any right or remedy described in this Section; and (iv) Seller shall have the right to recover any such costs from Buyer and Buyer hereby agrees to pay such costs. Any right or remedy described in this subsection may be exercised and/or enforced by Seller and/or Seller's successor(s) in title with respect to Tract 1.
   d. Buyer assumes all risk of injury to or death of any person and/or any damage to or loss of property (whether sustained by Buyer, Seller, or any other person or entity) directly or indirectly arising out of or resulting from or in any way connected with the Load-Out Activities and/or the entry upon Tract 1 by any person in connection with the Load-Out Activities (collectively, "Loss"). Buyer shall defend, protect, indemnify and hold harmless an Indemnified Party (as defined below) from and against any Loss (and any and all liabilities, suits, actions, judgments, costs and expenses, including attorneys' fees and expenses, incurred by such Indemnified Party in connection with any Loss), except to the extent that such Loss was caused by the fault of such Indemnified Party. "Indemnified Party" refers to and includes Seller, any successor in title with respect to Tract 1, the Auction Company, and/or any of their respective agents and representatives. If Buyer consists of more than one individual and/or entity, Buyer's obligations under this subsection shall be joint and several as between each such individual and/or entity.
4. **SECURITY INTEREST.** Buyer grants to Seller a security interest with respect to the Property to secure: (a) payment of the Purchase Price in the event that any Payment Defect occurs and/or continues after Buyer acquires rights in the Property; (b) payment and/or performance of any and all other obligations of Buyer under this Agreement; and (c) payment of any costs, expenses and attorney's fees incurred in connection with the exercise of any right or remedy of Seller under this Agreement and/or the enforcement of any obligation of Buyer under this Agreement. Seller may assign its security interest to Seller's successor(s) in title with respect to Tract 1. Seller and/or its assignee is authorized to file a financing statement reflecting the security interest described above.
5. **THE PROPERTY IS PURCHASED AND SOLD "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING PROVISION, SELLER AND SELLER'S AGENTS DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER OR ANY OF SELLER'S AGENTS BE LIABLE FOR CONSEQUENTIAL DAMAGES. "SELLER'S AGENTS" INCLUDES THE AUCTION COMPANY AND ITS AGENTS AND REPRESENTATIVES.**
6. **MISCELLANEOUS PROVISIONS.** Time is of the essence of this Agreement. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. In a lawsuit to enforce a right or remedy under this Agreement, the prevailing party shall recover attorneys' fees and expenses and **ANY RIGHT TO A TRIAL BY JURY IS WAIVED.** This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® shall have the same effect as the delivery of an original signature.
7. **ACCEPTANCE DEADLINE.** This offer shall be deemed automatically withdrawn (and the Purchase Price shall be returned to Buyer) if this offer is not accepted by Seller in writing on or before 11:59 pm on July 17, 2026.

Printed Name(s) of Buyer(s): ____

Signature(s) of Buyer(s): ____

Buyer's Address: ____

Buyer's Tel: ______________________ Buyer's Email: ______________________

ACCEPTED BY SELLER on this _____ day of July, 2026.

EAST NOBLE SCHOOL CORPORATION

By: ____________________________________
(Superintendent or Designee)

RECEIPT of the entire Purchase Price of $______________________
is hereby acknowledged as of the date written below:

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

By: ____________________________________

Date Received: ____________________________________