

5. ACCESS AND INSPECTION

5.1 Upon the execution of this Agreement and during the term hereof, up to and including the date of Closing (unless this Agreement is earlier terminated pursuant to other provisions of this Agreement), Buyer and its agents, employees, independent contractors, engineers, surveyors and other representatives shall have the right to have full and complete access to the Property for the purpose of inspecting the Property, conducting surveys, undertaking engineering analysis, plans or examinations, percolation tests, soil tests, borings, environmental analysis or other examination, mapping or testing on the Property and to perform all activities related to any of the foregoing in any respect and for any other reasonable purpose related to the purchase of the Property or the planned development thereof as is deemed necessary or appropriate by Buyer. Buyer shall indemnify and hold Seller harmless from any liability or damage to Seller as a result of Buyer's activities on the Property, including reasonable attorney's fees actually incurred. In connection with the access and inspection rights of Buyer under this Agreement, Seller agrees to and shall promptly provide to Buyer, following the Effective Date, copies of all documents in Seller's possession, custody or control relating to title to the Property, including title insurance policies, all surveys, all engineering tests and studies and all other written information or documentation relating to the Property.

6. CLOSING AND POST-CLOSING.

6.1 Unless otherwise agreed in writing between Buyer and Seller, the closing of the purchase and sale of the Property ("Closing") shall be held at the office of Closing Attorney within sixty (60) days of December 31, 2026.

6.1.1 Buyer may have the option to extend the Closing date once for a period of sixty (60) days. In order to exercise the Buyer's option to extend, written notice shall be given by the Buyer to the Seller on or before the date of Closing specified in Paragraph 6.1 and Buyer shall pay to Seller a sum of \$5,000 for such 60-day extension. The \$5,000 sum shall be non-refundable and shall be applicable and credited toward the purchase price at Closing.

6.2 At Closing:

6.2.1 Buyer shall pay to Seller, subject to the adjustments and prorations hereinafter provided for and subject to the application of the Earnest Money, the balance of the Purchase Price.