

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") is entered into on 12/29/2022, (the "Effective Date") between Bitzero ND I, LLC, a North Dakota Limited Liability Company ("Grantor"), and Cavalier County Job Development Authority a job development authority pursuant to N.D.C.C. Chapt. 11-11.1 ("Grantee").

1. **Property**

1.1 Grantor is the owner of real property and improvements thereon located in Cavalier County, North Dakota, legally described in Exhibit A attached hereto (the "Property"):

1.2 Grantors have agreed to grant to Grantee a right of first refusal to acquire the Property upon the terms and conditions herein set forth.

2. **Consideration**

2.1 In consideration of the purchase of the Property owned by Grantor, and for the further consideration of [REDACTED] paid to Grantors by Grantee, and other good and valuable consideration, [REDACTED]
[REDACTED]

3. **Right of First Refusal**

3.1 Grantor, for Grantor and Grantor's, successors, and assigns, hereby agrees that Grantor will not sell the Property, or any part thereof, without first offering same to Grantee for purchase. [REDACTED]
[REDACTED]

3.2 The right of first refusal granted in Paragraph 3.1 above shall be honored by Grantor and exercised in the following manner:
[REDACTED]
[REDACTED]

The figure consists of 20 horizontal black bars of varying lengths, arranged from left to right. The first bar is the longest, followed by a short bar, then a long bar, and so on, with the last bar being the shortest. There are small black marks on the left side of the chart, possibly indicating the center of the bars or a scale.

4. Exempt Transfers

4.1 The parties hereto agree that a transfer of the Property, or any portion thereof, shall be made only after compliance with all of the provisions of this Agreement, except that the following transfers shall be exempt from the terms and conditions of this Agreement to the extent

5. Term of Existence

5.1 All rights and interests herein created and set forth in this Agreement shall remain in existence and shall constitute a valid encumbrance upon the Property for a period of [REDACTED], and no longer; except that the same shall be extinguished by the occurrence of any one or more of the following events:

6. Miscellaneous

6.1 All offers, acceptances, and any other notices or statements contemplated or required by this Agreement shall be sent by certified or registered United States mail, return receipt requested, to the intended recipient thereof at the addresses stated on the first page of this Agreement, or to such other addresses as may be designated in writing by any party or available from a document recorded in the chain of title to the Property. Any periods of time within which action is to be taken hereunder shall commence on the date notice thereof is received.

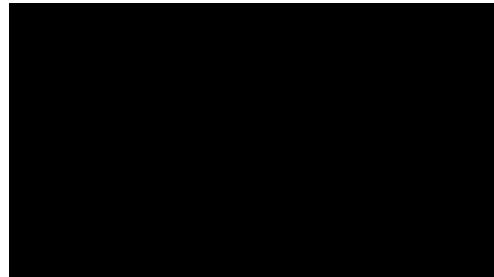
6.2 Subject to the limitation expressed in Paragraph 5.1 above, this Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns, successors, and personal representatives of the parties hereto.

6.3 This Agreement is made in North Dakota and shall be governed by and interpreted in accordance with the law of North Dakota

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IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day and year first above written.

GRANTOR:



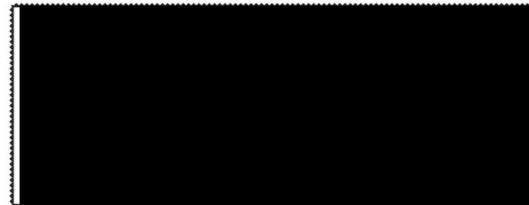
STATE OF [REDACTED] S.
COUNTY OF [REDACTED]

The foregoing instrument was acknowledged before me on [REDACTED], by

[REDACTED]
[REDACTED]
[REDACTED]

Notarized online using audio-video communication

(S E A L)



GRANTEE:

Cavalier County Job Development Authority

By:_____

Name:

Title:

STATE OF NORTH DAKOTA)
)SS.
COUNTY OF CAVALIER)

The foregoing instrument was acknowledged before me this _____ day of December, 2022, by _____, the _____ of the Cavalier County Job Development Authority.

Notary Public

(S E A L)