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): November 11, 2026

Z SQUARED INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-39669**	**98-1465952**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

550 South Andrews Ave., Suite #700, Fort Lauderdale, Florida	**33301**
(Address of principal executive offices)	(Zip Code)

(305) 697-0792

(Registrant's telephone number, including area code)

N/A

(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 (see General Instruction A.2. below):

☐ 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 $0.0001 per share	ZSQR	The Nasdaq Global Market

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.

Option Assignment

On November 11, 2026, Paradox Data, LLC ("Paradox Data"), a wholly owned subsidiary of Z Squared Inc. (the "Company"), entered into an Assignment, Assumption and Amendment of Land Option Agreement (the "Option Assignment") with Lerro Energy Group L.L.C. ("Lerro") and Paradox Infrastructure LLC ("Paradox Infrastructure"). As previously reported in the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on September 14, 2026, the Company acquired Paradox Data from Paradox Infrastructure on September 8, 2026.

Under the Option Assignment, Paradox Data took over Paradox Infrastructure's option to buy the remaining approximately 89.56 acres of a parcel in Union County, Arkansas. Paradox Infrastructure had previously bought the other approximately 3.00 acres of the parcel. The Option Assignment became effective when Paradox Data paid Lerro a $37,500 consent fee and the first $10,000 annual option fee, both of which have been paid. The option now has a five-year term.

The Option Assignment replaces in its entirety Paradox Data's earlier agreement with Lerro, a binding letter of intent effective June 23, 2026, to buy up to 10 acres of the same parcel at $20,000 per acre by December 23, 2026. That earlier agreement is described in the Membership Interest Purchase Agreement under which the Company acquired Paradox Data, filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on August 4, 2026. Paradox Data will now buy those 10 acres under the option, still at $20,000 per acre, with the $10,000 deposit it paid under the earlier agreement credited against the price, and any additional acreage at $33,333.33 per acre.

Jeffery Harris, a director and the Chief Technology Officer of the Company, holds an indirect interest in Paradox Infrastructure. The Option Assignment was approved by the Audit Committee of the Company's Board of Directors.

The foregoing description of the Option Assignment does not purport to be complete and is qualified in its entirety by reference to the full text of the Option Assignment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 8.01. Other Events.

Filing of Quarterly Report on Form 10-Q

On November 16, 2026, the Company filed a Notification of Late Filing on Form 12b-25 with the SEC relating to its Quarterly Report on Form 10-Q for the quarter ended September 30, 2026 (the "Form 10-Q"). As stated in the Form 12b-25, the Company needs additional time to complete the preparation and review of the Form 10-Q, including its condensed consolidated financial statements and related disclosures. The Company expects to file the Form 10-Q no later than the fifth calendar day following the prescribed due date of November 16, 2026. Because that fifth calendar day, November 21, 2026, is a Saturday, the Company expects to file the Form 10-Q on or before Monday, November 23, 2026.

Forward-Looking Statements

Certain statements in this Current Report on Form 8-K constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act, including, without limitation, statements about the Company's plans for the land subject to the option described in Item 1.01 and the expected timing of the filing of the Form 10-Q. Words such as "anticipates," "expects," "intends," "plans," "believes," "estimates," "may," "will" and similar expressions identify forward-looking statements. These statements are based on the Company's current expectations and information currently available to it, and are subject to risks and uncertainties that could cause actual results to differ materially. Those risks and uncertainties include the Company's need to raise substantial additional capital to fund its artificial intelligence and high-density compute infrastructure strategy; the possibility that the Company does not exercise the option or complete any purchase of land under it; the possibility that the Company cannot complete the preparation and review of the Form 10-Q within the extension period; and the other risks described in the Company's filings with the SEC, including its Quarterly Report on Form 10-Q for the quarter ended June 30, 2026. Forward-looking statements speak only as of the date of this Current Report on Form 8-K, and the Company undertakes no obligation to update them, except as required by law.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1*†	Assignment, Assumption and Amendment of Land Option Agreement, dated as of November 11, 2026, by and among Lerro Energy Group L.L.C., Paradox Infrastructure LLC and Paradox Data, LLC.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Filed herewith.

† Certain schedules and exhibits to the Option Assignment have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.

SIGNATURE

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.

Date: November 17, 2026

Z SQUARED INC.

By: /s/ Brian Cogley
Name: Brian Cogley
Title: Chief Financial Officer

Exhibit 10.1

Assignment, Assumption and Amendment of Land Option Agreement

Parties

This Assignment, Assumption and Amendment of Land Option Agreement (this "**Agreement**") is entered into as of November 11, 2026 (the "**Assignment Date**") by and among:

LERRO ENERGY GROUP L.L.C., a Texas limited liability company ("**Seller**");

PARADOX INFRASTRUCTURE LLC, a Florida limited liability company ("**Assignor**"); and

PARADOX DATA, LLC, a Florida limited liability company ("**Assignee**").

Recitals

A. Seller owns approximately 92.56 acres, as shown on the survey described in Section 5.1, in Union County, Arkansas, commonly known as 713 Industrial Road, El Dorado, Arkansas 71730, PIN 00000-16916-0100, Deed Reference 2014-004130 (the "**Parent Parcel**").

B. Under the Agreement to Purchase and Sell Real Property effective October 31, 2023 (the "**2023 Purchase Agreement**"), Assignor purchased approximately 3.00 acres of the Parent Parcel; that purchase has closed and the purchase price has been paid in full.

C. In connection with the 2023 Purchase Agreement, and as set forth in its Exhibit B-1 (together, as they relate to the option, the "**Option Agreement**"), Seller granted Assignor the exclusive right to purchase the remaining approximately 89.56 acres of the Parent Parcel, as shown on the survey described in Section 5.1 (the "**Option Property**"). The Option Agreement is governed by the 2023 Purchase Agreement, remains in effect, and has no stated expiration.

D. Seller and Assignee entered into a Binding Letter of Intent – Land Purchase effective June 23, 2026 (the "**LOI**") for the purchase of a tract of up to 10 acres within the Option Property (the "**Initial Tract**").

E. The parties intend that Assignee will acquire the Initial Tract as the first takedown under the option, after completing its pre-exercise investigations under Section 2.7, under a purchase agreement substantially in the form attached as Exhibit B (the "**Form Purchase Agreement**"), at Twenty Thousand Dollars ($20,000.00) per surveyed acre, as contemplated by the LOI, subject to the conditions stated in that purchase agreement. The parties have agreed to amend the option terms as set forth in this Agreement.

F. Assignor desires to assign the Option Agreement to Assignee, Assignee desires to assume it, and Seller consents to the assignment and agrees to amend the Option Agreement as set forth below, in consideration of the Consent Payment under Section 1.5.

1. Assignment and Assumption

1.1 **Assignment.** Effective on the Assignment Date, and for the mutual agreements in this Agreement, Assignor assigns to Assignee all of Assignor's right, title, and interest in and to the Option Agreement and the Option Property. No payment is due to Assignor or Seller for the assignment itself, other than the Consent Payment under Section 1.5 and the Option Fees under Section 2.2.

1.2 **Assumption.** Assignee accepts the assignment and assumes all obligations of the optionee under the Option Agreement, as amended by this Agreement, arising on or after the Assignment Date.

1.3 **Seller Consent.** Seller consents to this assignment for purposes of Section 13 of the 2023 Purchase Agreement, which governs the Option Agreement. Seller's consent to this assignment, and Seller's agreement to the amended option terms in Section 2 (including the five-year Option Term under Section 2.1), are each conditioned on Seller's receipt of the Consent Payment under Section 1.5.

1.4 **Assignor Release.** Assignor retains no right to purchase any portion of the Option Property. Assignor remains responsible for any obligation under the Option Agreement accrued before the Assignment Date.

1.5 **Consent Payment.** In consideration of Seller's consent to the assignment under Section 1.3 and Seller's agreement to the amended option terms in Section 2, including the five-year Option Term under Section 2.1, Assignee shall pay Seller a one-time payment of Thirty-Seven Thousand Five Hundred Dollars ($37,500.00) (the "**Consent Payment**") at execution of this Agreement, by wire transfer or other immediately available funds. The Consent Payment is in addition to the Option Fees under Section 2.2 and the LOI Deposit under Section 3.3, is non-refundable once paid, and is not credited against any Option Fee or purchase price. This Agreement, including Seller's consent and the amendments in Sections 2 and 4, is not effective until Seller receives the Consent Payment and the first Option Fee.

2. Amended Option Terms

2.1 **Option Term.** The option, which previously had no fixed term, runs for five (5) years from the Assignment Date and expires at 11:59 p.m. Central Time on the day before the fifth anniversary of the Assignment Date (the "**Option Term**"). Any Option Property not under contract by then is released from the option.

2.2 **Option Fee.** Assignee shall pay Seller Ten Thousand Dollars ($10,000.00) for each year of the Option Term (each, an "**Option Fee**"):

(a) The first Option Fee is due on the Assignment Date. This Agreement is not effective until Seller receives it and the Consent Payment under Section 1.5.

(b) Each later Option Fee is due on or before each anniversary of the Assignment Date (years 2–5; maximum total $50,000.00).

(c) No further Option Fee is due once Assignee has purchased all of the Option Property.

(d) Option Fees are non-refundable and are not credited against any purchase price.

2.3 **Failure to Pay.** If an Option Fee is not paid within thirty (30) days after Assignee's receipt of Seller's written notice of non-payment, delivered to Assignee and its counsel in accordance with Section 7.3, including the required email copies, the option terminates and Seller retains all Option Fees paid. Termination does not affect any tract already under contract or conveyed.

2.4 **Exercise.** Assignee may exercise the option in one or more takedowns by written notice to Seller identifying the proposed tract (an "**Exercise Notice**"). Each tract shall be a single contiguous tract with legal access.

2.5 **Closing.** Each takedown shall be made under a purchase agreement substantially in the form of the Form Purchase Agreement attached as Exhibit B, with the tract's survey and legal description attached as its Schedule 1 and with conforming changes for the tract, purchase price, and dates, which Seller shall sign within thirty (30) days after Assignee delivers it (each, a "**Takedown Purchase Agreement**"). The purchase price under each Takedown Purchase Agreement is set by Section 3 and paid in cash at closing (with no promissory note, deed of trust, or vendor's lien). Each takedown closes on or before the Outside Date stated in the Takedown Purchase Agreement. Acreage is determined by survey. Each Exercise Notice shall attach a survey and legal description of the tract prepared by an Arkansas-licensed surveyor. That survey and legal description conclusively identify the tract under contract, and Seller's signature on this Agreement authorizes Assignee to designate the tract in this manner, whether or not Seller signs the Takedown Purchase Agreement. Seller conveys by special warranty deed, warranting title only against claims arising by, through, or under Seller, and not otherwise. Seller shall pay off and release at or before each closing any mortgage, deed of trust, judgment lien, or other lien securing the payment of money that encumbers the tract and was created by, through, or under Seller. Seller has no obligation to pay off, release, or cure any other lien, encumbrance, or title matter, including any monetary lien not created by, through, or under Seller. Seller may decline to cure any title objection Assignee timely makes under the Takedown Purchase Agreement by written notice to Assignee, in which case Assignee's sole remedy is to waive the objection or terminate that takedown. Closing costs are allocated as in Section 6.4 of the Form Purchase Agreement. Each tract is sold "AS IS, WHERE IS, WITH ALL FAULTS," with all defects and conditions, known or unknown, and without any representation or warranty of any kind, express or implied, including as to title, except the special warranty in the deed and as provided in the Takedown Purchase Agreement. This Section 2.5 survives each closing.

2.6 **Access and Utility Easements.** At each takedown closing, Seller shall grant to Assignee, without additional consideration, perpetual, non-exclusive easements over the portion of the Parent Parcel retained by Seller for (a) ingress and egress to a public road and (b) the installation, operation, maintenance, and replacement of utilities serving the tract, including electric power, fiber-optic and other telecommunications lines, water, sewer, and gas. The easements shall be located as reasonably designated by Assignee and approved by Seller, which approval shall not be unreasonably withheld, conditioned, or delayed. Seller shall not terminate, relocate, or interfere with any existing easement, access route, or utility line serving the approximately 3.00-acre tract conveyed under the 2023 Purchase Agreement. Each deed shall reserve to Seller, for the benefit of the portion of the Parent Parcel retained by Seller, a perpetual, non-exclusive easement for ingress and egress and for the installation, operation, maintenance, and replacement of utilities serving that retained portion, over and within a corridor not exceeding thirty (30) feet in width, located as shown on Exhibit C, to the extent that corridor lies within the tract conveyed.

2.7 **Pre-Exercise Access.** During the Option Term and before delivering any Exercise Notice, Assignee and its consultants, engineers, and surveyors may enter the Option Property at reasonable times, on at least two (2) days' prior notice to Seller (which may be given by email), to conduct surveys, staking, boundary and topographic work, Phase I environmental site assessments, geotechnical, utility, and engineering review, site planning, and other non-invasive investigations Assignee considers appropriate to select each tract and prepare its legal description. Assignee shall not conduct any invasive testing, including soil borings or groundwater sampling, without Seller's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Assignee's investigations are at its sole cost, and Assignee shall not unreasonably interfere with Seller's use of the Parent Parcel. Assignee shall repair any physical damage to the Option Property caused by Assignee's entry and shall indemnify Seller against claims for bodily injury or property damage caused by Assignee or its consultants on the Option Property, excluding claims arising from the mere discovery of pre-existing conditions or from the acts or omissions of Seller. Assignee shall cause its consultants entering the Option Property to maintain commercial general liability insurance of at least One Million Dollars ($1,000,000) per occurrence. This Section 2.7 survives the expiration or termination of the option.

2.8 **Diligence Materials.** Within thirty (30) days after the Option Term expires or the option terminates, Assignee shall deliver to Seller, without charge, copies of all final third-party reports, studies, surveys, and plans obtained by Assignee relating to any portion of the Option Property that Assignee has not purchased or placed under a Takedown Purchase Agreement, including Phase I environmental site assessments, surveys, and geotechnical, engineering, and architectural reports and plans. Those materials are delivered without representation or warranty of any kind, Seller may rely on them only to the extent the preparer agrees in writing, and Assignee has no liability for their contents. This Section 2.8 survives the expiration or termination of the option.

2.9 **Seller Covenants.** During the Option Term, Seller shall not, without Assignee's prior written consent, sell, lease, option, or otherwise transfer any interest in the Option Property, or grant any mortgage, lien, easement, or other encumbrance affecting the Option Property, other than to Assignee or as required by this Agreement.

3. Purchase Price

3.1 **Price per Acre.** The purchase price for the Option Property is Thirty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars ($33,333.33) per surveyed acre, prorated for partial acres.

3.2 **Initial Tract Priced Separately.** The purchase price for the Initial Tract, whenever purchased under this option, is Twenty Thousand Dollars ($20,000.00) per surveyed acre. Section 3.1 applies only to the rest of the Option Property.

3.3 **LOI Deposit.** The $10,000.00 deposit paid under the LOI (the "**LOI Deposit**") shall be credited against the purchase price of the Initial Tract at its closing, as provided in the Takedown Purchase Agreement for the Initial Tract, and is separate from the Option Fees and the Consent Payment.

3.4 **Forfeited Earnest Money.** If a Takedown Purchase Agreement terminates without closing and Seller retains the earnest money deposited under it, the tract remains part of the Option Property as provided in Section 4.3, and the retained earnest money shall be credited against the purchase price of the next tract Assignee purchases under this option. If Assignee does not purchase another tract under this option before the Option Term expires or the option terminates, Seller retains that earnest money and Assignee has no right to its return. This Section 3.4 does not apply to the LOI Deposit, which is governed by Section 3.3, or to any Option Fee or the Consent Payment.

4. LOI; Initial Tract; Common Ownership

4.1 **No Prior Assignment Required.** For the avoidance of doubt, on the LOI's effective date (June 23, 2026), Assignor and Assignee were under common ownership and control. Accordingly, no assignment of the Option Agreement was required for Assignee to enter into the LOI with Seller.

4.2 **Ratification.** Assignor consents to and ratifies the LOI. Seller and Assignor each waive any claim that the LOI conflicted with or breached the Option Agreement.

4.3 **Initial Tract.** The Initial Tract is the first tract, of up to ten (10) acres, that Assignee designates in an Exercise Notice and purchases under this option. If a Takedown Purchase Agreement for a proposed Initial Tract terminates without closing, Assignee may designate a different tract as the Initial Tract. This Agreement supersedes and replaces the LOI in its entirety, and the LOI is of no further force or effect, except that the LOI Deposit shall be credited as provided in Section 3.3. The Initial Tract remains part of the Option Property until it is conveyed to Assignee. Upon each takedown closing, the tract conveyed is removed from the Option Property, and the Option Property consists of the remaining acreage described on Exhibit A. If any Takedown Purchase Agreement terminates or otherwise fails to close for any reason, including Assignee's default, the tract remains part of the Option Property and may be purchased under this option.

5. Property Description

5.1 **New Survey.** The Option Property is described in the survey prepared by Adam W. Whitlow, Arkansas Professional Land Surveyor No. 1737, of Quattlebaum Surveying, LLC, Project No. 26-308 (25-17-15), dated September 17, 2026, and revised October 13, 2026, containing 89.56 acres, more or less, as set forth in Exhibit A.

5.2 **Description Controls.** Exhibit A replaces the property descriptions in Exhibit B-1 of the Option Agreement for purposes of identifying the Option Property, and the Option Property consists of approximately 89.56 acres as shown on that survey, notwithstanding the 88.21-acre figure in Exhibit B-1 of the Option Agreement.

6. Representations

6.1 **Seller.** Seller represents that: (a) the Option Agreement is in full force and effect; (b) Assignor is not in default under the Option Agreement or the 2023 Purchase Agreement; (c) Seller has not sold, optioned, or encumbered any portion of the Option Property except under the LOI and the easement for ingress, egress, and utilities granted to Assignor in the Warranty Deed recorded April 30, 2025 as Instrument No. 2025R002302, as corrected by the Scrivener's Error Affidavit recorded September 9, 2026 as Instrument No. 2026R005277, Records of Union County, Arkansas; and (d) the person signing for Seller has authority to bind Seller.

6.2 **Assignor.** Assignor represents that it has not previously assigned or encumbered its rights under the Option Agreement and has authority to enter into this Agreement.

6.3 **Assignee.** Assignee represents that it has authority to enter into this Agreement.

6.4 **Survival; Limitation.** Seller's representations in Section 6.1 survive the Assignment Date for six (6) months; provided, however, that such survival does not create any right, remedy, or liability beyond those permitted by Section 7.8, and any claim based on a breach of Seller's representations is subject to the limitations of Section 7.8.

7. General Terms

7.1 **Effect.** Except as amended by this Agreement, the Option Agreement remains in full force. If they conflict, this Agreement controls.

7.2 **Memorandum.** Seller authorizes Assignee to sign, acknowledge, and record in Union County, Arkansas, without Seller's signature, a memorandum of option substantially in the form attached as Exhibit D. If any title insurer or the Union County recorder requires Seller's signature to record or insure the memorandum, Seller shall sign and acknowledge it within five (5) days after Assignee's request. Within thirty (30) days after the Option Term expires or the option terminates, Assignee shall sign, acknowledge, and deliver to Seller, in recordable form, a release of the memorandum as to all Option Property not then conveyed to Assignee or subject to a Takedown Purchase Agreement, which Seller may record at Assignee's cost. If Assignee fails to deliver the release within that thirty (30) day period, Seller may sign and record in Union County, Arkansas an affidavit stating that the Option Term has expired or the option has terminated, which shall be conclusive evidence of that fact for anyone relying on it, and Assignee shall reimburse Seller's reasonable costs of doing so. Each deed conveying a tract to Assignee releases the memorandum as to that tract.

7.3 **Notices.** Notices must be in writing and delivered personally, by nationally recognized overnight courier, or by certified U.S. mail, return receipt requested, with a simultaneous copy by email to each email address below. Notices are effective on receipt or refusal of delivery. A notice to Seller or Assignee is not effective unless a copy is also delivered to that party's counsel at the address below.

Party	Notice address
Seller	Lerro Energy Group L.L.C., 3010 LBJ Freeway, Suite 555, Dallas, Texas 75234, Attn: Gregory T. Orrell, President; Email: Gto@lancerfs.com; with a copy to counsel: McMahon Surovik Suttle, PC, 400 Pine Street, Suite 800, Abilene, Texas 79601, Attn: Chet Caldwell, Esq.; Email: ccaldwell@mss.law
Assignor	Paradox Infrastructure LLC, 800 Laurel Oak Drive, Naples, Florida 34108, Attn: Armand Nannicola; Email: Paradoxdata@protonmail.com; armand.paradox@protonmail.com
Assignee	Paradox Data, LLC, 550 S. Andrews Avenue, Suite 700, Fort Lauderdale, Florida 33301, Attn: David Halabu and Jeffery Harris; Email: dh@zsquaredinc.com; jh@zsquaredinc.com; with a copy to counsel: Avid Legal, PLLC, 848 Brickell Avenue, Suite 1220, Miami, Florida 33131, Attn: John G. Crivelli, Esq.; Email: john@avid.law

7.4 **Governing Law; Venue.** Arkansas law governs this Agreement, without regard to conflict-of-laws rules. Any action shall be brought in a state or federal court with jurisdiction over Union County, Arkansas.

7.5 **Miscellaneous.** Time is of the essence. This Agreement may be amended only in a writing signed by all parties. It binds the parties and their permitted successors and assigns. Counterparts and electronic signatures are originals.

7.6 **Assignment by Assignee.** Notwithstanding Section 13 of the 2023 Purchase Agreement, Assignee may, without Seller's consent, assign the Option Agreement, in whole or in part (including as to one or more tracts), and any Takedown Purchase Agreement to Z Squared, Inc., a Delaware corporation, or to any entity that controls, is controlled by, or is under common control with Assignee, including one or more special-purpose entities, by written notice to Seller, provided that the assignee assumes the assigned obligations. Assignee may also collaterally assign or pledge its rights under the Option Agreement to any lender, and Seller shall sign any reasonable estoppel or lender consent requested.

7.7 **Form Purchase Agreement.** The Form Purchase Agreement attached as Exhibit B is a form only and is not signed with this Agreement. No purchase agreement is required for this Agreement to become effective.

7.8 **Remedies; Damages.** If a party breaches this Agreement or the Option Agreement, the non-breaching party may seek specific performance and injunctive relief and may recover its compensatory damages and its reasonably foreseeable consequential damages, without any monetary cap, except that Seller's remedy for Assignee's failure to pay an Option Fee is as stated in Section 2.3. In no event shall either party be liable to the other under this Agreement or the Option Agreement for punitive, exemplary, special, or incidental damages. This Section 7.8 does not apply to any Takedown Purchase Agreement, which is governed by its own remedies and limitations of liability, including the cap in Section 9.4 of the Form Purchase Agreement.

[Signature page follows.]

Signatures

The parties have executed this Agreement as of the Assignment Date.

SELLER: LERRO ENERGY GROUP L.L.C., a Texas limited liability company

By: /s/ Gregory T. Orrell
Name: Gregory T. Orrell
Title: President

ASSIGNOR: PARADOX INFRASTRUCTURE LLC, a Florida limited liability company

By: /s/ Armand Nannicola
Name: Armand Nannicola
Title: Managing Member

ASSIGNEE: PARADOX DATA, LLC, a Florida limited liability company, accepting the assignment, assuming the Option Agreement as amended, and acknowledging Section 4

By: /s/ David Halabu
Name: David Halabu
Title: Authorized Signatory

Exhibit A – Legal Description of Option Property

[Omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant agrees to furnish supplementally a copy of this exhibit to the Securities and Exchange Commission upon request.]

Exhibit B – Form Purchase Agreement

AGREEMENT TO PURCHASE AND SELL REAL PROPERTY

This Agreement to Purchase and Sell Real Property (this "**Agreement**") is entered into effective as of the date on which it has been signed by both parties, as shown on the signature page (the "**Effective Date**"), by and between **LERRO ENERGY GROUP L.L.C.**, a Texas limited liability company ("**Seller**"), and [**PARADOX DATA, LLC**, a Florida limited liability company] [or its permitted assignee under Section 7.6 of the Assignment] ("**Buyer**").

RECITALS

A. Seller owns approximately 92.56 acres of land in Union County, Arkansas, commonly known as 713 Industrial Road, El Dorado, Arkansas 71730, PIN 00000-16916-0100, Deed Reference 2014-004130, as more particularly described on Schedule 2 (the "**Parent Parcel**").

B. [Initial Tract only:] Seller and Buyer are parties to a Binding Letter of Intent – Land Purchase effective June 23, 2026 (the "**LOI**") for the purchase of a contiguous tract of up to _____ (___) acres within the approximately 89.56-acre portion of the Parent Parcel. [All other takedowns: Intentionally omitted.]

C. Seller desires to sell, and Buyer desires to purchase, that tract on the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. Property

1.1 **Land.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, a contiguous tract of land containing approximately _____ (___) acres, but not more than _____ (___) acres, located within the property subject to the Option Agreement, as described on Schedule 1, being the survey and legal description attached to the Exercise Notice (the "**Land**").

1.2 **Appurtenances.** All rights, easements, and privileges appurtenant to the Land, including (a) Seller's interest in any adjacent roads, alleys, and rights-of-way; (b) any award made after the Effective Date for condemnation of, or damage to, the Land; (c) all strips and gores adjoining the Land; and (d) to the extent owned by Seller and transferable under applicable law, all oil, gas, and other minerals in, on, and under the Land (collectively, the "**Appurtenances**").

1.3 **Improvements.** All improvements and fixtures, if any, located on the Land (the "**Improvements**"). The Land, the Appurtenances, and the Improvements are collectively the "**Property**."

2. Purchase Price; Earnest Money

2.1 **Purchase Price.** The purchase price for the Property (the "**Purchase Price**") is _____ and No/100 Dollars ($_____) per acre of land area within the boundaries of the Land as shown on the Survey, prorated for any partial acre. Based on _____ acres, the Purchase Price would be _____ and No/100 Dollars ($_____), as provided in Section 3 of the Assignment.

2.2 **Earnest Money.** Within five (5) Business Days after the Effective Date, Buyer shall deposit Five Thousand and No/100 Dollars ($5,000.00) (the "**Earnest Money**") with the Title Company, to be held in escrow and applied to the Purchase Price at Closing or otherwise disbursed as provided in this Agreement.

2.3 **LOI Deposit.** [Initial Tract only:] Seller acknowledges receipt of the Ten Thousand and No/100 Dollars ($10,000.00) deposit paid under the LOI (the "**LOI Deposit**"). As provided in Section 3.3 of the Assignment, the LOI Deposit shall be credited against the Purchase Price at Closing. [All other takedowns: Intentionally omitted.]

2.4 **Payment.** At Closing, Buyer shall pay the Purchase Price, less the Earnest Money and, if applicable, the LOI Deposit and plus or minus prorations and adjustments, in cash by wire transfer of immediately available funds. No promissory note, deed of trust, or vendor's lien shall be given or retained.

3. Inspection Period; Environmental Assessment

3.1 **Inspection Period.** Buyer shall have the period beginning on the Effective Date and ending forty-five (45) days after the Effective Date (the "**Inspection Period**") to investigate the Property. During the Inspection Period and until Closing, Buyer and its consultants may enter the Property on reasonable prior notice to Seller to conduct surveys, environmental assessments, geotechnical review, utility review, and other investigations Buyer considers appropriate, subject to Section 3.2. Buyer may also rely on any investigations it conducted under Section 2.7 of the Assignment.

3.2 **Phase I Environmental Site Assessment.** Buyer may obtain, at its cost, a Phase I environmental site assessment of the Property prepared in accordance with ASTM E1527-21 (the "**Phase I**"). Buyer shall not conduct any invasive testing, including soil borings or groundwater sampling, without Seller's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. If the Phase I recommends further investigation and Seller consents to it, the Inspection Period shall be extended by thirty (30) days. If Seller does not consent within ten (10) days after Buyer's request, Buyer may terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money.

3.3 **Seller Deliveries.** Within ten (10) days after the Effective Date, Seller shall deliver to Buyer copies of the following, to the extent in Seller's possession or control: (a) any environmental reports, studies, or assessments covering the Property or the Parent Parcel; (b) any written notices from a governmental authority concerning the environmental condition of the Property or the Parent Parcel; (c) any existing surveys and title policies covering the Property; and (d) any leases, easements, or other agreements affecting the Land. Seller makes no representation or warranty as to the accuracy or completeness of any materials delivered under this Section 3.3 or otherwise furnished to Buyer, and Buyer shall rely solely on its own Title Commitment, Survey, and investigations.

3.4 **Termination Right.** If Buyer is not satisfied with the Property for any reason, including if the Phase I identifies any recognized environmental condition affecting the Property, Buyer may terminate this Agreement by written notice to Seller delivered before the end of the Inspection Period, in which case the Earnest Money shall be refunded to Buyer.

3.5 **Restoration; Indemnity; Insurance.** Buyer shall repair any physical damage to the Property caused by Buyer's entry and shall indemnify Seller against claims for bodily injury or property damage caused by Buyer or its consultants on the Property, excluding claims arising from the mere discovery of pre-existing conditions or from the acts or omissions of Seller. Buyer shall cause its consultants entering the Property to maintain commercial general liability insurance of at least One Million Dollars ($1,000,000) per occurrence. This Section survives Closing or termination.

3.6 **Confidentiality.** Buyer shall keep the results of its investigations confidential, except for disclosure to Buyer's affiliates, lenders, investors, attorneys, and consultants, or as required by law.

4. Title and Survey

4.1 **Title Commitment.** Within fifteen (15) days after the Effective Date, Buyer shall obtain a commitment for an owner's policy of title insurance for the Property (the "**Title Commitment**") from Southern Title & Closing, Magnolia, Arkansas (the "**Title Company**").

4.2 **Survey.** Buyer shall obtain, at its cost, an updated boundary survey of the Land prepared by a surveyor licensed in Arkansas and certified to Buyer, Seller, and the Title Company, showing the acreage and means of access of the Land, consistent with the description on Schedule 1 (the "**Survey**"). The acreage shown on the Survey shall determine the Purchase Price under Section 2.1. If the Survey reveals any minor discrepancy in the description on Schedule 1, the Deed shall use the description in the Survey, subject to Seller's reasonable approval.

4.3 **Objections.** Buyer may object in writing to any matter in the Title Commitment or the Survey before the end of the Inspection Period. Within five (5) Business Days after receipt of Buyer's objections, Seller shall notify Buyer whether Seller will cure each objection at or before Closing. Seller shall make a good faith effort to cure each objection, but, except for Monetary Liens (as defined below) and objections Seller agrees to cure, is not required to incur any expense or commence any action to do so. If Seller does not agree to cure any objection, Buyer may, by the later of the end of the Inspection Period and five (5) Business Days after Seller's response (or the end of Seller's response period), either waive the objection or terminate this Agreement and receive a refund of the Earnest Money. Regardless of whether Buyer objects, Seller shall pay off and release at or before Closing any mortgage, deed of trust, judgment lien, or other lien securing the payment of money that encumbers the Property and was created by, through, or under Seller ("**Monetary Liens**"). Except for its good faith effort under this Section 4.3, Seller has no obligation to pay off, release, or cure any other lien, encumbrance, or title matter (other than an objection Seller agrees to cure or a matter resulting from Seller's breach of Section 7.3), including any monetary lien not created by, through, or under Seller, and Buyer's sole remedy for any such matter is to waive it or terminate this Agreement as provided in this Section 4.3. Buyer may object to any new matter first disclosed in an update of the Title Commitment or Survey within five (5) Business Days after receiving the update, and the procedure in this Section 4.3 applies to that objection. "**Permitted Exceptions**" means the matters in the Title Commitment and Survey that Buyer does not object to or waives, the Reserved Access Easement, and ad valorem taxes for the year of Closing not yet due and payable.

4.4 **Subdivision Approval.** If any lot split, subdivision plat, or other approval of Union County or the City of El Dorado is required to convey the Land separately from the Parent Parcel, Buyer shall prepare and process the application at its cost, and Seller shall cooperate and sign any applications reasonably required.

4.5 **Access; Utilities.** If the Land does not adjoin a public road, Seller shall grant to Buyer at Closing a perpetual, non-exclusive easement for ingress, egress, and utilities over the Parent Parcel to a public road, along a route shown on the Survey and reasonably acceptable to Seller and Buyer (the "**Access Easement**"). In addition, at Closing Seller shall grant to Buyer, without additional consideration, perpetual, non-exclusive easements over the portion of the Parent Parcel retained by Seller for the installation, operation, maintenance, and replacement of utilities serving the Land, including electric power, fiber-optic and other telecommunications lines, water, sewer, and gas, in locations reasonably designated by Buyer and approved by Seller, which approval shall not be unreasonably withheld, conditioned, or delayed (the "**Utility Easement**"). Seller shall not terminate, relocate, or interfere with any existing easement, access route, or utility line serving the approximately 3.00-acre tract previously conveyed to Paradox Infrastructure LLC. The Deed shall reserve to Seller the easement for ingress, egress, and utilities described in Section 2.6 of the Assignment and Exhibit C to the Assignment, to the extent it lies within the Land (the "**Reserved Access Easement**").

5. Conditions to Closing

5.1 **Buyer's Conditions.** Buyer's obligation to close is subject to the following conditions, any of which Buyer may waive in writing:

(a) Seller's representations in Section 7.1 are true and correct in all material respects at Closing, and Seller has performed its obligations under this Agreement in all material respects;

(b) the Phase I identifies no recognized environmental condition affecting the Property, and no update of the Phase I obtained before Closing identifies any such condition;

(c) the Title Company is prepared to issue to Buyer an owner's policy of title insurance for the Property, in the amount of the Purchase Price, subject only to the Permitted Exceptions;

(d) any approval required under Section 4.4 has been obtained; and

(e) the Land has legal access to a public road, directly or by the Access Easement.

5.2 **Failure of Conditions.** If any condition in Section 5.1 is not satisfied by the Closing Date, Buyer may (a) waive the condition and close; (b) extend the Closing Date by up to thirty (30) days, but not beyond the Outside Date, to allow the condition to be satisfied; or (c) terminate this Agreement and receive a refund of the Earnest Money. If the failure results from Seller's default, Section 9.2 also applies.

6. Closing.

6.1 **Closing Date.** The closing of the purchase and sale (the "**Closing**") shall take place through the Title Company on or before the earlier of (a) the date that is fifteen (15) days after the end of the Inspection Period and (b) the date that is ninety (90) days after the Effective Date (the "**Outside Date**"), or on another date the parties agree in writing (the "**Closing Date**"). Notwithstanding anything to the contrary in this Agreement, including Sections 3.2, 5.2, 9.3, and 12.4, no extension of the Inspection Period or the Closing Date shall extend the Closing Date beyond the Outside Date unless the parties agree otherwise in writing.

6.2 **Seller's Closing Deliveries.** At Closing, Seller shall deliver: (a) a Special Warranty Deed from Seller, identified as Lerro Energy Group L.L.C., a Texas limited liability company, which acquired title as Lerro Energy Group, L.L.C. and is also shown of record as Lerro Energy Group, LLC, conveying fee simple title to the Property, subject only to the Permitted Exceptions and reserving the Reserved Access Easement, if applicable, in which Seller warrants title only against the lawful claims of all persons claiming by, through, or under Seller, but not otherwise, and makes no warranty against any claim arising before Seller acquired title (the "**Deed**"); (b) the Access Easement, if applicable, and the Utility Easement; (c) a certificate of non-foreign status under Section 1445 of the Internal Revenue Code; (d) an owner's affidavit and other documents reasonably required by the Title Company; (e) evidence of Seller's authority; (f) releases of all Monetary Liens; and (g) a signed settlement statement.

6.3 **Buyer's Closing Deliveries.** At Closing, Buyer shall deliver: (a) the amount due under Section 2.4; (b) evidence of Buyer's authority; and (c) a signed settlement statement.

6.4 **Closing Costs.** Seller shall pay its own attorneys' fees, the cost of preparing the Deed, the cost of releasing all Monetary Liens and curing any objections Seller agrees to cure, and one-half of the Arkansas real property transfer tax. Buyer shall pay its own attorneys' fees, the costs of the Survey, the Phase I, and its other investigations, the premium for the Title Commitment and owner's policy, the Title Company's closing and escrow fees, recording fees, the costs of any approval under Section 4.4, and one-half of the Arkansas real property transfer tax. Any other closing costs shall be allocated in accordance with local custom in Union County, Arkansas.

6.5 **Prorations.** Ad valorem taxes for the year of Closing shall be prorated as of the Closing Date based on the latest available assessment. If the Land is not separately assessed, the taxes attributable to the Land shall be determined by multiplying the taxes for the Parent Parcel by a fraction, the numerator of which is the acreage of the Land and the denominator of which is the acreage of the Parent Parcel.

6.6 **Possession.** Possession of the Property shall be delivered to Buyer at Closing, free of any tenancies or rights of occupancy.

7. Representations and Covenants

7.1 **Seller.** Seller represents to Buyer that: (a) Seller is a limited liability company in good standing under the laws of the State of Texas and has full authority to enter into and perform this Agreement, and the person signing for Seller is authorized to do so; (b) there is no pending or, to Seller's Knowledge, threatened litigation or condemnation proceeding affecting the Property; (c) other than [Initial Tract only: the LOI and] the option granted under the Agreement to Purchase and Sell Real Property effective October 31, 2023, as assigned to Paradox Data, LLC, and amended by the Assignment, Assumption and Amendment of Land Option Agreement among Seller, Paradox Infrastructure LLC, and Paradox Data, LLC, dated as of November 10, 2026 (the "**Assignment**") (as so assigned and amended, the "**Option Agreement**"), and other than matters of record in the real property records of Union County, Arkansas, there are no leases, options, rights of first refusal, or contracts to sell or lease affecting the Land; (d) Seller has not received any written notice from a governmental authority of any violation of environmental laws affecting the Property; (e) Seller is not a "foreign person" under Section 1445 of the Internal Revenue Code; and (f) no person other than Seller is in possession of the Land. "**Seller's Knowledge**" means the actual, present knowledge of Gregory T. Orrell, without any duty of inquiry. Seller's representations survive Closing for six (6) months; provided, however, that such survival does not create any right, remedy, or liability beyond those permitted by Section 9.4, and any claim based on a breach of Seller's representations is subject to the limitations of Section 9.4, including the cap in Section 9.4(c).

7.2 **Buyer.** Buyer represents to Seller that Buyer is a limited liability company in good standing under the laws of the State of Florida and has full authority to enter into and perform this Agreement, and the person signing for Buyer is authorized to do so.

7.3 **Seller's Covenants.** Until Closing or termination of this Agreement, Seller shall not, without Buyer's prior written consent, (a) sell, lease, option, or otherwise transfer any interest in the Land; (b) grant any easement, lien, or other encumbrance affecting the Land; or (c) materially alter the physical condition of the Land.

8. "AS IS" Purchase

EXCEPT FOR THE REPRESENTATIONS IN SECTION 7.1, THE SPECIAL WARRANTY OF TITLE IN THE DEED, AND SELLER'S OBLIGATIONS UNDER THE OTHER DOCUMENTS DELIVERED AT CLOSING, BUYER IS PURCHASING THE PROPERTY IN ITS "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION, WHETHER KNOWN OR UNKNOWN, AND SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO TITLE TO THE PROPERTY, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR ITS COMPLIANCE WITH ANY LAW. BUYER IS RELYING ON ITS OWN INVESTIGATIONS OF THE PROPERTY. THE PURCHASE OF THE PROPERTY IN ITS "AS IS" CONDITION IS SUBJECT TO, AND CONSISTENT WITH, THE LIMITATIONS OF LIABILITY IN SECTION 9.4. THE DEED MAY CONTAIN "AS IS" LANGUAGE CONSISTENT WITH THIS SECTION. THIS SECTION SURVIVES CLOSING.

9. Default

9.1 **Buyer Default.** If Buyer fails to close when required under this Agreement, and all conditions to Buyer's obligations have been satisfied or waived, Seller may, as its sole and exclusive remedy, terminate this Agreement and receive the Earnest Money as liquidated damages, the parties agreeing that Seller's actual damages would be difficult to determine and that the Earnest Money is a reasonable estimate of them. The LOI Deposit, if applicable, remains subject to Section 3.3 of the Assignment, and any Earnest Money retained by Seller shall be credited as provided in Section 3.4 of the Assignment. This Section does not limit Buyer's obligations under Section 3.5.

9.2 **Seller Default.** If Seller fails to close when required under this Agreement or otherwise defaults in any material respect, Buyer may, as its sole remedies, either (a) seek specific performance, provided Buyer files the action within ninety (90) days after the scheduled Closing Date; or (b) terminate this Agreement, receive a refund of the Earnest Money and, if applicable, the LOI Deposit, and recover from Seller Buyer's documented out-of-pocket costs incurred in connection with this Agreement, not to exceed Twenty-Five Thousand and No/100 Dollars ($25,000.00).

9.3 **Notice and Cure.** Except for a failure to close, neither party is in default unless it fails to cure the default within ten (10) days after written notice from the other party. If necessary, the Closing Date shall be extended to allow for the cure period, but not beyond the Outside Date.

9.4 **Limitation of Liability.** Except for the refund of the Earnest Money and, if applicable, the LOI Deposit, specific performance under Section 9.2, Seller's obligation to pay off and release Monetary Liens, and Seller's fraud, and notwithstanding anything to the contrary in this Agreement or in any document delivered under it, (a) to the fullest extent permitted by law, and except for Buyer's remedies under Section 9.2, claims for breach of Seller's representations in Section 7.1 made within the survival period stated in Section 7.1, and Seller's obligations under this Agreement that survive Closing or termination and under the documents delivered at Closing (including Seller's special warranty of title in the Deed), Seller shall have no liability to Buyer or any person claiming through Buyer for any claim, loss, liability, or damage arising out of or relating to this Agreement, the Property, or the transaction contemplated by this Agreement, whether known or unknown, and whether arising in contract, tort, under statute, or otherwise; (b) in no event shall Seller be liable to Buyer or any person claiming through Buyer for any consequential, indirect, incidental, special, exemplary, or punitive damages, or for any lost profits, lost opportunity, diminution in value, or similar damages or claims of any kind, and this clause (b) applies to Seller's special warranty of title in the Deed; and (c) if any liability of Seller is nevertheless imposed, including under Section 9.2, Seller's total aggregate liability to Buyer and all persons claiming through Buyer under this Agreement and all documents delivered under it, other than under Seller's special warranty of title in the Deed, shall not exceed Fifty Thousand and No/100 Dollars ($50,000.00). Seller's liability under its special warranty of title in the Deed is not subject to the cap in clause (c), but Seller's total aggregate liability to Buyer and all persons claiming through Buyer under that warranty shall not exceed the Purchase Price actually received by Seller for the Property. The Deed shall state that Seller's warranty of title is subject to this Section 9.4. This Section survives Closing or termination.

10. Condemnation

If, before Closing, any condemnation proceeding is commenced against any part of the Property, Seller shall promptly notify Buyer, and Buyer may either terminate this Agreement and receive a refund of the Earnest Money or proceed to Closing, in which case Seller shall assign to Buyer all of Seller's rights to any award for the Property.

11. Relationship to LOI and Option Agreement

11.1 **LOI.** [Initial Tract only:] The LOI has been superseded by the Assignment, and the LOI Deposit shall be applied as provided in Section 3.3 of the Assignment. [All other takedowns: Intentionally omitted.]

11.2 **Option Agreement.** The Land is part of the property subject to the Option Agreement and remains subject to it until Closing. Upon Closing, the Land shall be released from the Option Agreement. If this Agreement terminates or otherwise fails to close for any reason, including Buyer's default, the Land remains subject to the Option Agreement as provided in Section 4.3 of the Assignment. Nothing in this Agreement waives or impairs any rights of Buyer or its affiliates under the Option Agreement as to any other portion of the Parent Parcel, and any termination of this Agreement shall not affect the Option Agreement.

12. Miscellaneous

12.1 **Notices.** Notices must be in writing and delivered personally, by nationally recognized overnight courier, or by certified U.S. mail, return receipt requested, to the addresses below (or another address designated by notice), with a simultaneous copy by email to each email address below. Notices are effective on receipt or refusal of delivery. A notice to either party is not effective unless a copy is also delivered to that party's counsel at the address below.

Seller: Lerro Energy Group L.L.C., 3010 LBJ Freeway, Suite 555, Dallas, Texas 75234, Attn: Gregory T. Orrell, President; Email: Gto@lancerfs.com; with a copy to counsel: McMahon Surovik Suttle, PC, 400 Pine Street, Suite 800, Abilene, Texas 79601, Attn: Chet Caldwell, Esq.; Email: ccaldwell@mss.law

Buyer: Paradox Data, LLC, 550 S. Andrews Avenue, Suite 700, Fort Lauderdale, Florida 33301, Attn: David Halabu and Jeffery Harris; Email: dh@zsquaredinc.com; jh@zsquaredinc.com; with a copy to counsel: Avid Legal, PLLC, 848 Brickell Avenue, Suite 1220, Miami, Florida 33131, Attn: John G. Crivelli, Esq.; Email: john@avid.law

12.2 **Assignment.** Neither party may assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld; however, Buyer may assign this Agreement without Seller's consent to any entity that controls, is controlled by, or is under common control with Buyer, upon written notice to Seller, provided the assignee assumes Buyer's obligations under this Agreement. Permitted assignees include Z Squared, Inc., a Delaware corporation, and any special-purpose entity it controls. Buyer may also collaterally assign this Agreement to any lender without Seller's consent, and Seller shall sign any reasonable estoppel or lender consent requested.

12.3 **Brokers.** Each party represents that it has not dealt with any broker in connection with this transaction and shall indemnify the other against any claim for a commission made by a person claiming through it. This Section survives Closing or termination.

12.4 **Business Days; Time.** Time is of the essence. "**Business Day**" means any day other than a Saturday, Sunday, or legal holiday in the State of Arkansas. If any deadline falls on a day that is not a Business Day, it is extended to the next Business Day.

12.5 **Governing Law; Venue.** This Agreement is governed by the laws of the State of Arkansas. Any action arising from this Agreement shall be brought in a state or federal court with jurisdiction over Union County, Arkansas.

12.6 **Attorneys' Fees.** In any action to enforce this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs.

12.7 **Entire Agreement; Amendment.** This Agreement, together with the Assignment and the Option Agreement, is the entire agreement of the parties regarding the Property and may be amended only by a writing signed by both parties. If any provision is held unenforceable, the remaining provisions remain in effect. Capitalized terms used but not defined in this Agreement have the meanings given in the Assignment.

12.8 **Successors; Counterparts.** This Agreement binds and benefits the parties and their permitted successors and assigns. This Agreement may be signed in counterparts, and electronic signatures and signatures delivered by email are effective as originals.

12.9 **Survival.** Except as otherwise provided in this Agreement, the provisions of this Agreement merge into the Deed at Closing.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates below.

SELLER:

LERRO ENERGY GROUP L.L.C.,
a Texas limited liability company

By: _____
Name: Gregory T. Orrell
Title: President
Date: _____, 20___

BUYER:

PARADOX DATA, LLC,
a Florida limited liability company

By: _____
Name: David Halabu
Title: Authorized Signatory
Date: _____, 20___

TITLE COMPANY RECEIPT: The Title Company acknowledges receipt of the Earnest Money on _____, 20___.

SOUTHERN TITLE & CLOSING

By: _____
Name/Title: _____

SCHEDULE 1

Legal Description of the Land

[Omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant agrees to furnish supplementally a copy of this schedule to the Securities and Exchange Commission upon request.]

SCHEDULE 2

Parent Parcel

[Omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant agrees to furnish supplementally a copy of this schedule to the Securities and Exchange Commission upon request.]

Exhibit C – Seller's Reserved Access Corridor

[Omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant agrees to furnish supplementally a copy of this exhibit to the Securities and Exchange Commission upon request.]

Exhibit D – Form of Memorandum of Option Agreement

[Omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant agrees to furnish supplementally a copy of this exhibit to the Securities and Exchange Commission upon request.]