LETTER OF INTENT

Quiet Creek Stable Acquisition

Date: April 21st, 2026

1. **BUYER**

Mary Kate Downes, with a mailing address of 56 Jones Rd, Warwick NY 10990.

2. SELLER

Michael E. Hoffmann, as Trustee of the Michael E. Hoffmann and Patricia A. Hoffmann Living Trust dated April 19, 2017, with a mailing address of 340 South Route 94, Warwick, NY 10990.

3. PROPERTY

The Property consists of 340 South Route 94, Warwick, NY 10990, together with approximately 229.85± acres spanning Orange County, New York and Sussex County, New Jersey, including all associated parcels, structures, improvements, barns, and facilities comprising the operation known as Quiet Creek Stable.

New York Parcel:

- Section 49, Block 2, Lot 13 – Town of Warwick, Orange County, NY

New Jersey Parcels (Township of Vernon, Sussex County, NJ):

- 552 Route 94 – Block 3, Lot 26
- NY State Line Parcel – Block 11, Lot 23
- 525–539 Route 94 – Block 1, Lot 23

Final legal descriptions and all interests of record to be confirmed and incorporated into the Purchase Agreement.

4. FINANCIAL TERMS

Purchase Price: $1,500,000 (One Million Five Hundred Thousand Dollars and 00/100)

The allocation of the Purchase Price between the New York and New Jersey portions of the Property, as well as among the real estate, business assets, and personal property, shall be determined by the Parties in consultation with their respective legal and tax advisors, with consideration given to tax efficiency and closing cost implications.

5. FINANCING & BUYER CONTINGENCY

This transaction is contingent upon the Buyer's ability to complete the purchase through the sale of her existing residence and/or securing financing. The Buyer agrees to actively and in good faith pursue the sale of her residence, if applicable, and to make reasonable efforts to obtain financing as needed.
The Parties agree to work cooperatively and in a timely manner to advance the transaction, with the understanding that the Buyer intends to proceed with the acquisition through one or both of these avenues.

6. DUE DILIGENCE

The Buyer shall have a 30-day due diligence period from the Effective Date of the Purchase Agreement in which to examine, inspect and investigate the Property, including the environmental condition of the Property, and such other facts and information as Buyer may wish to examine and, in its sole and absolute discretion, to determine whether the Property and the Horses and Farm Assets are acceptable to the Buyer. The Seller agrees to fully cooperate in connection with the Buyer's investigation. Within 5 days from the Effective Date of the Purchase Agreement, the Seller shall provide the Buyer with copies of all business records and other records relating to the Property, the Horses, Farm Equipment, and the Business conducted by the Seller at the Property, including without limitation, profit and loss statements, tax records, employee records, service contracts, veterinary records, deeds, surveys, title insurance policies, and boarder contracts and records.

7. PROGRESS & GOOD FAITH

The Buyer agrees to make reasonable and consistent progress toward satisfying the above contingencies. The Parties agree to maintain open communication and revisit the status of the Buyer's progress as needed to ensure the transaction continues moving forward in good faith.

8. CLOSING

Closing date to be determined by mutual agreement of the Parties.

9. CLOSING COSTS

Each party shall be responsible for their own closing costs. Boarder fees shall be apportioned as of the Closing date. Seller shall be responsible for payment of the realty transfer fee and any Graduated Percent Fee due the State of New Jersey.

10. POSSESSION

Possession to be determined. Seller agrees to continue to operate the Property until Closing as the Property is currently operated.

11. STANDSTILL AGREEMENT

Following execution of this Letter of Intent, the Seller agrees to refrain from actively negotiating with other prospective purchasers for a mutually agreed upon period, provided that the Buyer is making reasonable progress toward satisfying the above contingency. In the event that such progress is not being made, or if circumstances materially change, the Seller reserves the right to resume discussions with other parties.

12. ADDITIONAL TERMS & CONDITIONS

A. BUSINESS

• Quiet Creek Stable LLC and all associated assets. All assets are to be delivered free and clear of liens.
(final transaction structure to be determined: asset purchase vs. entity transfer)

B. HORSES & FARM ASSETS

- Horse: Bo
- Horse: Bodie
- Horse: Dakota
- Horse: Layla
- Horse: Princeton
- Horse: Mia
- 1997 Kings 2 horse Trailer
- All tack, including saddles, bridles, blankets, and related equipment
- 8 round bale hay rings
- 6 one-hundred-gallon water tubs
- All materials and equipment currently utilized in the operation of the farm

C. Vehicles

- 2000 Mitsubishi Fuso dump body truck (titled and registered in New Jersey to Quiet Creek Stable LLC)

D. Equipment

TRACTORS

- John Deere 2955
- John Deere 2950
- New Holland TN65

HAY EQUIPMENT

- John Deere 970 mower/conditioner
- John Deere 338 square baler
- John Deere 459 round baler
- H&S hay rake
- John Deere 660 hay rake
- Hay tedder
- Hay Wagons
- The John Deere S250 mower/conditioner is currently subject to an outstanding loan with an approximate balance of $19,000, which is held under Quiet Creek Stable LLC. The Parties acknowledge that such loan is not assumable by the Buyer. The treatment of this obligation, including but not limited to payoff, satisfaction, or other resolution, shall be determined by the Parties in consultation with their respective legal and financial advisors and shall be addressed prior to or at closing.

ADDITIONAL EQUIPMENT

- 7-foot heavy duty rotary mower
- 61” Frontier FL1061 flail mower
- 2009 Cam Dump Trailer

E. TRANSACTION STRUCTURE

The transaction may be structured as either an asset purchase or an entity purchase (transfer of Quiet Creek Stable LLC). Final structure to be determined by the Parties in consultation with legal and tax advisors.

F. CONDITION OF PROPERTY

The Property and all included assets are to be conveyed in their current, as-is condition, with no repairs or credits provided by the Seller.

13. INTENTION OF THE PARTIES

The Parties intend to proceed in good faith toward a formal Purchase Agreement.

14. GOVERNING LAW & MULTI-STATE TRANSACTION

This transaction shall be structured as two coordinated transactions, consisting of separate Purchase Agreements for the New York property and the New Jersey property. The New York portion of the Property shall be governed by the laws of the State of New York, and the New Jersey portion of the Property shall be governed by the laws of the State of New Jersey.

The Parties agree that the closings for both the New York and New Jersey properties shall occur simultaneously and are mutually dependent upon one another. Neither transaction shall close independently of the other.
The Parties acknowledge that separate closing procedures, title companies, and legal requirements may apply in each state, and agree to cooperate to ensure a coordinated closing.

15. BROKER COMMISSION & LICENSING DISCLOSURE

The Parties acknowledge that Caitlin Haggerty is a licensed real estate agent in the State of New Jersey, affiliated with eXp Realty, LLC, and is acting in connection with this transaction.

The Seller agrees to pay a brokerage commission to eXp Realty, LLC in the amount of three percent (3%) of the portion of the Purchase Price allocated to the New Jersey property.

Said commission shall be paid to eXp Realty, LLC at closing from the proceeds of the New Jersey transaction.

The Parties acknowledge that no brokerage commission shall be due or payable in connection with the New York portion of the Property.

16. EMPLOYEES

The Buyer's decision whether to retain all or some of the existing employees shall be determined during the Due Diligence Period. .

17. NON-BINDING

Except for the provisions of Article 11 herein, this Letter of Intent is a non-binding statement of the intention of the Parties. The final terms of this transaction shall be contained in the Purchase Agreement based upon further good faith negotiations from the principals set forth in this Letter of Intent. The Buyer and the Seller acknowledge that this Letter of Intent is only a summary of the key terms of the proposed purchase, and both parties agree to enter into a mutually agreeable purchase agreement prior to the transfer of ownership.

18. SIGNATURES

Seller Signature: ___________________________

Print Name: Michael E. Hoffmann, Trustee

Buyer Signature: ___________________________

Print Name: Mary Kate Downes