

**EXHIBIT  
"A"**

155,589A  
parcel

doitopp signature verification: www.doitopp.com/my/ver/llc/101-135765331-4-2012



**TEXAS ASSOCIATION OF REALTORS®  
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY**  
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**1. PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Keith Krianke, Mark Meredith and Greg Carter individually, and Greg Carter, Executor of Lisa M. Carter Estate  
Address: 3875 East Palm Valley Blvd., Round Rock, TX 78664  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Fax: \_\_\_\_\_ Other: \_\_\_\_\_

Buyer: KB Acquisitions LLC, a Delaware limited liability company  
Address: P.O. Box 590, Wisconsin Dells, WI 53965  
Phone: (608) 254-5290 E-mail: kbharm@kxley.com  
Fax: \_\_\_\_\_ Other: mbontas@kalahariresorts.com

**2. PROPERTY:**

A. "Property" means that real property situated in Williamson County, Texas at 3801 E. Palm Valley, +/- 155,589 Acres, Round Rock, TX 78665 (address) and that is legally described on the attached Exhibit \_\_\_\_\_ or as follows: 143.259 Acres, Holder Survey, and 12.33 acres Joseph Marshall Survey, Williamson County, Texas. Described in a deed of record in Slide 2006113854.

B. Seller will sell and convey the Property together with:  
(1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;  
(2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and  
(3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)  
(If mineral rights are to be reserved an appropriate addendum should be attached.)

**3. SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing .....	\$	<u>30,180,185.00</u>
(2) Sum of all financing described in Paragraph 4 .....	\$	<u>10,505,058.00</u>
(3) Sales price (sum of 3A(1) and 3A(2)) .....	\$	<u>30,180,185.00</u>

*TH*  
*KL*  
[Signatures and stamps: MM, GO, MM, GO]

(TAR-1802) 4-1-14

Sunbelt Commercial Industrial Properties, Inc. 20 Chisholm Trail Round Rock, TX 78681  
Phone: (512) 244-9707 Fax: (512) 244-9519 Jim Boles

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Krianke 155 ACR

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**B. Adjustment to Sales Price:** (Check (1) or (2) only.)

(1) The sales price will not be adjusted based on a survey.

(2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 1.50 <sup>\$1.55</sup> per:

(i) square foot of  total area  net area,  
 (ii) acre of  total area  net area.

12/21/11 1:57 PM CST  
12/21/11 2:27 PM CST

TH  
KK

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- (i) public roadways;
- (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
- (iii) \_\_\_\_\_

(c) If the sales price is adjusted by more than \_\_\_\_\_ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within \_\_\_\_\_ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the each portion of the sales price payable by Buyer.

**4. FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

A. ~~Third Party Financing:~~ One or more third party loans in the total amount of \$ \_\_\_\_\_

- This contract
- (1) is not contingent upon Buyer obtaining third party financing.
- (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR 4034).

B. ~~Assumption:~~ In accordance with the attached Commercial Contract Financing Addendum (TAR 4034), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ \_\_\_\_\_.

C. ~~Seller Financing:~~ The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR 4034) in the amount of \$ \_\_\_\_\_.

**5. EARNEST MONEY:**

A. Not later than 3 days after the effective date, Buyer must deposit \$ 50,000.00 as earnest money with Georgetown Title (title company) at 1717 North Mays, Round Rock, TX 78664 (address) David Mays (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ \_\_\_\_\_ with the title company to be made part of the earnest money on or before:

- (i) \_\_\_\_\_ days after Buyer's right to terminate under Paragraph 7B expires or
- (ii) \_\_\_\_\_

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.



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~~special flood hazard area (an "A" or "V" zone as defined by FEMA), if Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.~~

- (2) ~~Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller resolves the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.~~
- (3) ~~Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.~~

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: \_\_\_\_\_

B. Feasibility Period: Buyer may terminate this contract for any reason within 80 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

- (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 1,000.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.
- (2) Not later than 3 days after the effective date, Buyer must pay Seller \$ \_\_\_\_\_ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Buyer must:
  - (a) employ only trained and qualified inspectors and assessors;
  - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
  - (c) abide by any reasonable entry rules or requirements of Seller;
  - (d) not interfere with existing operations or occupants of the Property; and
  - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

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(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

**D. Property Information:**

(1) Delivery of Property Information: Within 15 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (d) copies property tax statements for the Property for the previous 2 calendar years;
- (e) plats of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- (g) \_\_\_\_\_

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

~~E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.~~

**B. LEASES:**

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;

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- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. ~~Estoppel Certificates: Within \_\_\_\_\_ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than \_\_\_\_\_ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1838 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.~~

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: <u>KW Commercial</u>	Cooperating Broker: <u>Summit Commercial</u>
<u>Willco Division</u>	
Agent: <u>Frances Crossley</u>	Agent: <u>Jim Boles</u>
Address: <u>23001 Greenhill Dr. #200</u>	Address: <u>20 Chisholm Trail</u>
<u>Round Rock, TX 78664</u>	<u>Round Rock, TX 78681</u>
Phone & Fax: <u>(512) 751-0004</u>	Phone & Fax: <u>(512) 244-9707</u> <u>(512) 244-9519</u>
E-mail: <u>frances@kwcommercial.com</u>	E-mail: <u>jam@summit-commercial.com</u>
License No.: _____	License No.: <u>0448916</u>

Principal Broker: (Check only one box)  
 represents Seller only.  
 represents Buyer only.  
 is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)  
 (Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:  
 3.000 % of the sales price.  
 \_\_\_\_\_

Cooperating Broker a total cash fee of:  
 3.000 % of the sales price.  
 \_\_\_\_\_

The cash fees will be paid in Williamson County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

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**10. CLOSING:**

- A. The date of the closing of the sale (closing date) will be on or before the later of:
  - (1)  \_\_\_\_\_ days after the expiration of the feasibility period.
  - \_\_\_\_\_ (specific date).
  - See Special Provisions Addendum
  - (2) ~~7 days after objections made under Paragraph 6C have been cured or waived.~~
  
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
  
- C. At closing, Seller will execute and deliver, at Seller's expense, a  general  special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
  - (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
  - (2) without any assumed loans in default; and
  - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
  
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
  - (1) tax statements showing no delinquent taxes on the Property;
  - (2) an assignment of all leases to or on the Property;
  - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
  - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
  - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
  - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
  
- E. At closing, Buyer will:
  - (1) pay the sales price in good funds acceptable to the title company;
  - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
  - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
    - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
    - (b) specifies the exact dollar amount of the security deposit;
  - (4) sign an assumption of all leases then in effect; and
  - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
  
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

**11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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12. **SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)  
See attached Special Provisions Addendum.

13. **SALES EXPENSES:**

- A. Seller's Expenses: Seller will pay for the following at or before closing:
  - (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
  - (2) release of Seller's loan liability, if applicable;
  - (3) tax statements or certificates;
  - (4) preparation of the deed;
  - (5) one-half of any escrow fee;
  - (6) costs to record any documents to cure title objections that Seller must cure; and
  - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
  - (1) all loan expenses and fees;
  - (2) preparation of any deed of trust;
  - (3) recording fees for the deed and any deed of trust;
  - (4) premiums for flood insurance as may be required by Buyer's lender;
  - (5) one-half of any escrow fee;
  - (6) other expenses that Buyer will pay under other provisions of this contract.

14. **PRORATIONS:**

- A. Prorations:
  - (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
  - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the proration when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
  - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental

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payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

**15. DEFAULT:**

- A. ~~If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or (Check if applicable)~~
- enforce specific performance, or seek such other relief as may be provided by law.
- B. ~~If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:~~
- ~~(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or~~
  - ~~(2) extend the time for performance up to 45 days and the closing will be extended as necessary.~~
- C. ~~Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:~~
- ~~(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or~~
  - ~~(2) enforce specific performance, or seek such other relief as may be provided by law, or both.~~

**16. CONDEMNATION:** If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
- (1) Seller and the sales price will be reduced by the same amount; or
  - (2) Buyer and the sales price will not be reduced.

**17. ATTORNEY'S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

**18. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

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- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G.  Seller  Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

**19. MATERIAL FACTS:** To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
  - (1) any subsurface structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
  - (10) any condition on the Property that violates any law or ordinance.

*(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)*

**20. NOTICES:** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

**21. DISPUTE RESOLUTION:** ~~The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of~~

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~~a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.~~

**22. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
  - (1) Property Description Exhibit identified in Paragraph 2;
  - (2) Commercial Contract Financing Addendum (TAR-1931);
  - (3) Commercial Property Condition Statement (TAR-1408);
  - (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
  - (5) Notice to Purchaser of Real Property in a Water District (MUD);
  - (6) Addendum for Coastal Area Property (TAR-1915);
  - (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
  - (8) Information About Brokerage Services (TAR-2501); and
  - (9) Special Provisions Addendum

*(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)*

E. Buyer  may  may not assign this contract. ~~If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.~~

**23. TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

**24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

**25. ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can

Commercial Contract - Unimproved Property concerning 3801 E. Palm Valley, +/- 155.589 Acres, Round Rock, TX 78665

receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
  - E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
  - F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
  - G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
28. **CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on December 5, 2015, the offer will lapse and become null and void.

**READ THIS CONTRACT CAREFULLY.** The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Commercial Contract - Unimproved Property concerning 3801 E. Palm Valley, +/- 155.589 Acres, Round Rock, TX 78665

**AGREEMENT BETWEEN BROKERS**  
(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay \_\_\_\_\_ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ \_\_\_\_\_, or
- \_\_\_\_\_ % of the sales price, or
- \_\_\_\_\_ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: \_\_\_\_\_ Cooperating Broker: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

**ATTORNEYS**

Seller's attorney: <u>Merlin Lester</u>	Buyer's attorney: <u>Bruce Harms/Axley Brynolson</u>
Address: <u>213-A West 8th Street</u>	Address: <u>Manchester Plaza, Suite 200</u>
<u>Georgetown, Texas 78626</u>	Address: <u>2 East Mifflin St.</u>
Phone & Fax: <u>512-863-4525</u>	<u>Madison WI 53703</u>
E-mail: <u>ml Lester@gllawco.com</u>	Phone & Fax: <u>(608) 263-6736</u>
E-mail: _____	E-mail: <u>bharms@axley.com</u>

Seller's attorney requests copies of documents, notices, and other information:  
 the title company sends to Seller.  
 Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:  
 the title company sends to Buyer.  
 Seller sends to Buyer.

**ESCROW RECEIPT**

The title company acknowledges receipt of:  
 A. the contract on this day DECEMBER 24, 2015 (effective date);  
 B. earnest money in the amount of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ on \_\_\_\_\_.

Title company: <u>GEORGETOWN T.T.C.</u>	Address: <u>1717 N. MAYS</u>
By: <u>[Signature]</u>	<u>ROUND ROCK, TX 78664</u>
Assigned file number (GF#): _____	Phone & Fax: <u>512/855-5839</u>
E-mail: _____	E-mail: <u>DAVID@GEORGETOWN.T.T.C.NET</u>



Approved by the Texas Real Estate Commission for Voluntary Use  
Texas law requires all real estate licensees to give the following information about  
brokerage services to prospective buyers, tenants, sellers and landlords.

10-10-11

## Information About Brokerage Services

**B**efore working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

### IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

### IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

### IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate license asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Representatives are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-618-3900 (<http://www.trec.texas.gov>)

(TAR-2601) 10-10-11

TREC No. OP-K

Sammit Commercial Industrial Properties, Inc. 20 Chisholm Trail Round Rock, TX 78681  
Phone: (512)244-9707 Fax: (512)244-9519 Jim Hottel

131 Arts Tract

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**SPECIAL PROVISIONS ADDENDUM TO  
COMMERCIAL CONTRACT – UNIMPROVED PROPERTY**

This Special Provisions Addendum (the "Addendum") is made by KR Acquisitions LLC ("Buyer") and Keith Krienke, Mark Meredith, Greg Carter, and the Estate of Lisa Carter (each a "Seller" and collectively the "Sellers") and is incorporated by reference into the Texas Association of Realtors Commercial Contract – Unimproved Property to which it is attached (the "Form Offer"). This Addendum and the Form Offer may herein be referred to as the "Offer". Buyer and Sellers (who may herein be referred to as the "parties") agree as follows:

1. **Conflicts with Form Offer.** In the event of any conflict between the terms and conditions of this Addendum and the Form Offer, the terms and conditions of this Addendum shall control. Capitalized terms used herein shall have the meaning ascribed to such terms in the Form Offer unless otherwise defined herein.

2. **Buyer's Due Diligence.** Buyer, and its agents and contractors, shall have the right to access and enter upon the Property and to perform any inspections, reviews, sampling, testing, and evaluation of the Property for the purpose of determining the suitability of the Property for Buyer's intended use (i.e., development of a waterpark resort hotel and convention center – the "Proposed Project"). Buyer's inspections, testing, sampling, and evaluations, which shall be conducted at Buyer's expense, shall be with regard to the environmental condition of the Property, soil conditions, utility access, ingress/egress, availability of municipal incentives, assessment of financial feasibility, availability of acceptable financing to fund the development of the Proposed Project, market conditions (including an evaluation of competing hospitality and lodging businesses), path-to-development issues (i.e., when development can occur), ability to enter into contracts to purchase adjacent parcels, and such other matters which Buyer, in its sole and absolute discretion, deems material to its decision to acquire the Property and develop it for the purpose set forth above. In addition while this Offer is in effect Buyer shall have the right to make and pursue applications for governmental approvals, permits, licenses, zoning changes, and similar or related entitlement matters with respect to the Property ("Entitlements") provided, however, that the Buyer shall require that any such Entitlements, that would be specifically binding on the Property if they took effect prior to closing, not take effect until the closing occurs and if any such Entitlements do take effect prior to the closing occurring then if closing shall not occur for any reason except for any Seller's breach of this Offer, Buyer shall release all such Entitlements that Buyer has had issued for the Property and which are binding on the Property and this provision shall survive the termination of the Offer. Buyer shall also have the right to engage in discussions and negotiations with governmental authorities having jurisdiction over the Property including, without limitation, for the negotiation of development agreements, financing agreements, road access agreements, easement agreements, utility service agreements, tax agreements, and any similar or related agreements. Without limiting Buyer's rights hereunder (a) the Sellers shall provide reasonable cooperation with respect to the Buyer's activities under this Section 2 including, without limitation, signing of applications for Entitlements; and (b) Sellers shall ensure that Buyer shall have access to the Property so that Buyer can conduct the activities and exercise the rights contemplated under this Section 2.

Buyer shall indemnify, defend, reimburse, and hold harmless the Sellers and each Seller's employees, guests, and invitees (collectively with the Sellers the "Seller Indemnitees") from and against any and all claims, suits, proceedings, costs, fees, damages, losses, or expenses (including, without limitation, reasonable attorney fees) brought against, suffered by, incurred by, or paid by any Seller or any Seller Indemnitee arising from or out of, directly or indirectly, (i) the activity of Buyer, Buyer's agents, employees and contractors on the Property (ii) any violation of laws or ordinances with respect to Buyer's actions upon the Property or (iii) the non-payment by Buyer of any contractor engaged by any Buyer. These obligations of Buyer shall survive closing.

3. Extension of Feasibility Period. Buyer shall have the right to extend the feasibility period (as defined in the Form Offer) provided under Section 7.B of the Form Offer as follows:

a. If Buyer deposits additional earnest money of \$50,000 with the title company on or before the date that is five (5) days after the expiration of the initial 90-day feasibility period described in Section 7.B of the Form Offer, the feasibility period will be deemed extended for an additional 90 days and the 90 days inserted in the blank in Section 7.B of the Form Offer will be deemed deleted and replaced with 180 days.

b. If Buyer extends the feasibility period for 90 days under the procedures provided in Section 3(a) above, then if Buyer deposits additional earnest money of \$50,000 with the title company on or before the date that is five (5) days after the expiration of the feasibility period as extended under Section 3(a) above, the feasibility period will be deemed extended for an additional 90 days and the 180 days inserted in the blank in Section 7.B of the Form Offer pursuant to Section 3(a), above, will be deemed deleted and replaced with 270 days.

c. If Buyer extends the feasibility period under the procedures provided in Section 3(b) above, then if the Buyer deposits additional earnest money of \$50,000 with the title company on or before the date that is five (5) days after expiration of the feasibility period as extended under Section 3(b) above, the feasibility period will be deemed extended for an additional 90 days and the 270 days inserted in the blank in Section 7.B of the Form Offer pursuant to Section 3(b), above, will be deemed deleted and replaced with 360 days.

d. Each of the ninety (90) day extensions of the feasibility period described in this Section 3 is an "Extension Period". The initial ninety (90) day feasibility period described in the Form Offer is the "Initial Feasibility Period".

4. Earnest Money.

a. In Section 5.A of the Form Offer the Buyer will have 5 business days after the effective date (as defined in the Form Offer) to deposit the initial installment of the earnest money. At the closing all earnest money that has been deposited or paid over by Buyer under this Offer shall be applied to the purchase price in favor of Buyer and the Buyer shall be entitled to a credit in its favor at the closing in the amount of all the earnest money paid over or deposited by Buyer under the Offer.

b. In the event the Buyer terminates this Offer pursuant to Section 7.B of the Form Offer during the Initial Feasibility Period then all the earnest money shall be returned to the Buyer, less the \$1,000 of independent consideration provided for in the Form Offer. In such case the independent consideration of \$1,000 shall be disbursed to Sellers. In the event the Buyer terminates this Offer pursuant to Section 7.B of the Form Offer during the first Extension Period \$50,000 of the earnest money shall be disbursed to Seller and \$50,000 of the earnest money shall be disbursed to Buyer. If the Buyer terminates this Offer under Section 7.B of the Form Offer during the second Extension Period \$100,000 of the earnest money shall be disbursed to Sellers and \$50,000 of the earnest money shall be disbursed to Buyer. If the Buyer terminates this Offer under Section 7.B of the Form Offer during the third Extension Period then \$150,000 of the earnest money shall be disbursed to Sellers and \$50,000 of the earnest money shall be disbursed to Buyer. In the event this Offer terminates prior to or at Closing due to the breach or default of any Seller or due to the failure or nonsatisfaction of any closing condition contained in this Offer for the benefit of the Buyer then the Buyer shall be entitled to a return of all the earnest money deposited with the title company by Buyer (including, without limitation, any earnest money previously disbursed to Sellers which Sellers shall immediately pay over to Buyer), less the \$1,000 of independent consideration. If Buyer's failure or refusal to close the transaction contemplated by this Offer is due to the breach or default of any Seller or the failure or nonsatisfaction of any closing condition contained in this Offer for the benefit of Buyer, then Buyer shall have the right to a return of all the earnest money deposited by Buyer (including, without limitation, all earnest money previously disbursed to Sellers which Sellers shall immediately pay over to Buyer), less the \$1,000 of independent consideration. If this Agreement terminates the Buyer and Sellers agree to provide instructions to the title company for the disbursement of the earnest money in accordance with the foregoing provisions which obligation shall survive termination of this Offer. All Buyer's rights and remedies are cumulative and not exclusive.

5. Closing Date. The closing of the transaction contemplated by the Offer shall be on the date that is 30 days after expiration of the feasibility period. Each time one of the feasibility period extension rights under Section 3 of this Addendum is exercised the date of the closing shall be re-determined based on the new duration of the feasibility period.

The closing shall occur at Georgetown Title Company, 702 S. Rock St., Georgetown, TX 78626, in accordance with the following provisions. The Closing will be conducted by the Law Office of Merlin Lester. Merlin Lester will provide closing services for Georgetown Title Company pursuant to Procedural Rule 22 adopted by the Texas Department of Insurance and receive a portion of the title insurance premium as compensation for rendering such services. Sellers and Buyer approve of the Law Office of Merlin Lester providing closing services and receiving such compensation.

6. Title Objections.

a. The Buyer will have until the expiration of thirty (30) days after its receipt of the title commitment for the Property or Buyer's survey of the Property, whichever is later, to send to Sellers any objections it has to any matters set forth in the title commitment or survey (the "Objection Period"). Buyer's notice containing its objections is referred to herein as the

"Objection Notice". The term "Permitted Exceptions" means any Schedule B matter contained in the title commitment to which the Buyer does not object in writing within the Objection Period and any encroachment on the Property or other adverse title matter shown on the survey to which the Buyer does not object within the Objection Period. For purposes of determining when the Objection Period begins, Buyer is deemed to have received its survey of the Property on the earlier of (i) the date of the Buyer's actual receipt of Buyer's survey of the Property or (ii) 45 days after the effective date hereof.

b. After receipt of an Objection Notice, the Sellers shall have the option, but not the obligation, until 11:59 p.m. on the date that is thirty (30) days after the date the Objection Notice is received by the Sellers ("Cure Period"), to cure or resolve any of Buyer's objections in a manner reasonably acceptable to Buyer. If any objection is not cured in a manner reasonably acceptable to Buyer within the Cure Period, then the Buyer shall have the right to terminate this Offer by giving written notice to Sellers at any time on or before the earlier of (x) the thirtieth (30th) day after the expiration of the Cure Period; or (y) the closing date. If Buyer does so terminate this Offer then all earnest money, less the \$1,000 of independent consideration, shall be returned to Buyer and Buyer and Sellers will provide disbursement instructions to the title company consistent with the foregoing which obligation shall survive termination. If the Buyer does not so terminate this Offer then (i) any Schedule B matter shown on the title commitment which was objected to by Buyer and not cured by Sellers during the Cure Period, and (ii) any encroachment on the Property or other adverse title matter shown on the survey to which the Buyer objected in its Objection Notice and which was not cured by Sellers shall be deemed Permitted Exceptions. Further, all leases of the Property which predate this Offer and all leases of the Property made after the date of this Offer and which were made in accordance with the terms of this Offer are the "Permitted Leases". Any Permitted Leases which have terms that extend beyond the closing date ("Post Closing Leases") shall be deemed Permitted Exceptions. At closing the Sellers shall cause the title company to issue to the Buyer at closing a title commitment showing the Buyer as the insured and as the fee simple owner of the Property, the effective date of the policy as of the date and time of the closing, the policy amount in the amount of the sales price, and showing no exceptions to the coverage of the title insurance policy other than Permitted Exceptions. If after the Objection Period, the title company issues a supplemental title report or title commitment that identifies any additional title encumbrances (a "Supplemental Commitment"), the Buyer shall have the right to terminate this Offer by giving written notice to Sellers of the exercise of that termination right at any time on or before the fifteenth (15<sup>th</sup>) day after receipt of the Supplemental Commitment by Buyer and if such termination occurs all earnest money (including any earnest money previously disbursed to Sellers) will be paid to Buyer. If Sellers commit to cure any objected to title matter in writing then they shall be bound and obligated under this Offer to cure such matter on or prior to the closing date and any such matter will not be deemed a Permitted Exception. Sellers shall satisfy at their sole cost and expense all conditions and requirements shown on Schedule C of the Title Commitment.

c. Despite anything to the contrary contained herein, the term Permitted Exceptions shall not include (i) any Monetary Liens, (ii) any leases other than Post Closing Leases, (iii) any standard title commitment exceptions that can be removed with a customary certificate or affidavit from the Sellers (such as an Affidavits and Indemnity as to Debts, Liens,

and Possession) from Sellers and/or the payment of additional title insurance premiums, (iv) any standard title commitment exceptions that can be removed with a survey and payment of additional title insurance premiums, or (v) any matter listed on Schedule C of the Title Commitment. "Monetary Liens" means any mortgage, assignment of rents and leases, construction lien, delinquent real estate tax lien (other than for real estate taxes for the year of closing provided none are delinquent as of the closing date and other than the lien of any rollback real estate taxes that would become due after the Closing as a result of the change of the use of the Property by the Buyer after Closing), fixture filing, broker lien, or any other monetary lien or collateral security document. The Buyer need not object under Section 6(a) of this Addendum to any Monetary Liens or any matter described in Section 6(c)(ii), (iii), (iv), or (v) of this Addendum. Any additional title premium charged for the removal of the "Rights of Parties in Possession" exception from any Title Commitment or Title Policy or for the removal of any other standard title insurance commitment exceptions shall be promptly paid by the Sellers except that modification of the survey exception shall be paid by Buyer as provided in Section 6.A.2(b) of the Form Offer. Seller will deliver at closing at its sole cost and expense such affidavits, certificates, and other instruments as are necessary or desirable to satisfy and remove all requirements of Schedule C of the Title Commitment. Within ten (10) days after the effective date of this Offer the Sellers shall deliver written evidence that owners and users of the Property have the right to cross the rail road tracks that relate to this Property.

7. Proration; Special Assessments and Real Estate Taxes. The Sellers shall pay as they become due and no later than the closing date all the basic ad valorem real estate taxes for the Property in the amount payable under the existing agricultural use exemption ("Sellers' Taxes") for all years prior to the year in which the closing occurs and a prorated portion of such Sellers' Taxes for the year in which the closing occurs. The Sellers shall also be responsible for paying as they become due and no later than the closing date (a) all penalties, late fees, and interest for any Sellers' Taxes or Seller Special Assessments which were due prior to or on the closing date but not timely paid by Sellers; and (b) all special assessments or installments of special assessments due and payable on or before the closing date (other than road assessments and roll back taxes) ("Seller Special Assessments"). If a tax bill for Sellers' Taxes for the year in which closing shall occur has not yet been issued as of the closing, then the Buyer in its reasonably exercised discretion shall estimate Sellers' Taxes at the closing based on the amount of basic ad valorem real estate taxes paid by Sellers for the Property for the immediately preceding year. The Buyer shall in its reasonably exercised discretion prorate the actual or estimated amount of Sellers' Taxes for the year in which closing occurs as to the date of closing between the parties, and such proration shall be final and binding on the parties hereto. Buyer, and not Sellers, shall pay any and all rollback real estate taxes, special assessments, standby fees, road assessments, or any other such tax, fee, or imposition, which arise after closing including those roll back taxes arising after closing which are attributable to years prior to closing. The parties shall not revisit any estimated prorations following the issuance of the tax bill, regardless of any variation between the estimated and actual amounts. Sellers represent and warrant that the Property is currently taxed as a single tax parcel and no part of the Property is taxed for real estate tax purposes with lands not included within the Property.

8. Special Warranty Deed. The special warranty deed delivered by Sellers at the closing shall include a warranty that the Property is conveyed free and clear of all liens and

encumbrances created during Sellers' period of ownership of the Property other than Permitted Exceptions. The provisions of Section 10(C)(1)-(3) of the Form Offer are hereby deleted. The third and fourth sentences of Section 10(C) of the Form Offer are hereby deleted. Each Seller shall cause its spouse to execute and deliver the special warranty deed at closing and shall cause its spouse to sign such other documents as are necessary to accomplish the conveyance of the Property to Buyer subject only to Permitted Exceptions. Sellers shall within ten (10) days after the date hereof deliver evidence to Buyer that the life estate of Lisa Carter has been terminated. The Sellers will obtain at their sole cost and expense and deliver to Buyer at closing all documents necessary or desirable or required by law for the transfer of the secondary water treatment system on the Property to Buyer including any documents required to transfer the license to operate the secondary treatment system.

9. Leases. Sellers jointly and severally represent and warrant that they have provided to the Buyer prior to the date hereof true, correct, accurate, and complete copies of all leases (including all amendments) to which all or any part of the Property is subject prior to the date of this Offer and none of such leases have terms (after giving effect to all extension and renewal options) that extend beyond the end of the year 2015. The Sellers may after the date hereof enter into additional leases affecting the Property provided that all such leases are in writing, all such leases are solely for agricultural purposes, the term of any such leases with all extension and renewal options does not exceed a year, any such lease is terminable without liability or penalty by the lessor on 30 days advance written notice, and Sellers first obtain the prior written consent of the Buyer to any such leases which the Buyer will not unreasonably withhold, condition, or delay. The Sellers will not be obligated to obtain the Buyer's consent to any such lease after this Offer terminates. Without limiting the Buyer's rights hereunder by enumeration, each Seller will not enter into any lease of all or part of the Property, while this Offer is in effect, that would limit or restrict the ability of the Buyer to conduct the activities contemplated under Section 2 of this Addendum. Despite anything contained herein to the contrary each Seller shall not enter into, modify, extend, or terminate any leases following the expiration of the feasibility period. The Sellers will provide the Buyer with copies of each lease made for the Property while this Offer is in effect.

10. Closing Deliverables. In addition to the documents to be delivered by the Sellers at the closing as described in the Form Offer, at the closing the Sellers shall:

a. Execute and deliver an Affidavits and Indemnity as to Debts, Liens, and Possession on a customary form indicating there are no unpaid debts for fixtures, equipment, or improvements relating to the Property; no construction liens or construction lien rights affecting the Property; no unpaid labor and materials used in the construction on the Property; no leases or parties in possession affecting the Property other than Permitted Leases and tenants under Permitted Leases; and no purchase contracts for the Property or contracts to sell the Property.

b. Execute and deliver such other affidavits and certificates as are required so that the title company can remove the title exception on the title commitment for mechanics liens, construction liens, and/or material suppliers liens and the general exception for tenants in possession but which affidavit may disclose any applicable Post Closing Leases.

c. Deliver fully executed releases of all Lien Documents which are needed for the Property to be conveyed at the closing free of all Lien Documents. "Lien Documents" means collectively all mortgages, assignments of rents and leases, deeds of trust, other collateral security documents, construction liens, mechanics liens, material supplier liens, and money judgements.

d. Deliver fully executed lien waivers from each of the brokers identified in Section 9 of the Form Offer under which each such broker waives and releases all lien rights as to the Property.

With respect to Section 10 of the Form Offer the closing documents referred to in Section 10 of the Form Offer shall be in a form reasonably required by the Buyer.

11. Conditions Precedent. The obligations of the Buyer to take the actions otherwise required of it at the closing are subject to and conditioned upon the satisfaction of each of the following conditions precedent listed below.

a. The Sellers shall have delivered all the documents any Seller is to deliver at the closing in duly executed form at or prior to the closing date.

b. Each Seller shall have complied with all its other obligations to be performed at or prior to the closing.

c. The representations and warranties of the Sellers in this Offer shall have been true and correct at the time made.

d. The physical condition of the Property shall not have suffered any material adverse change after the expiration of the feasibility period.

If on the closing date all of the foregoing conditions are not satisfied then Buyer shall have the right but not the obligation to terminate this Offer.

12. Documents. Copies of the documents listed on Exhibit A attached hereto and incorporated herein, to the extent they are in the possession or control of any Seller, shall be delivered to Buyer within fifteen (15) days after the effective date. If any documents that are responsive to the requests made in this Section 12 and Exhibit A come into the possession or control of any Seller after the date hereof the Seller shall provide copies to the Buyer promptly. Within ten (10) days after request by Buyer the Sellers will provide such documents as are reasonably required by Buyer to demonstrate that Sellers are authorized to enter into this Offer and to convey the Property at closing to Buyer in accordance with the terms of this Offer.

13. Operation of the Property. Until the earlier of the closing or the termination of this Offer, each Seller shall:

a. Status of Title. Not do anything, or permit anything to be done, that would impair, alter, or modify the status of title to the Property other than recording documents

which solely release liens to which the Property is subject; provided that Sellers may enter into new leases in accordance with the terms of Section 9 of this Addendum.

b. Maintenance. Maintain the Property in the same manner and condition as immediately prior to the effective date of this Offer, reasonable wear and tear excepted, and not alter the Property other than for routine maintenance and repairs and ordinary farming activities consistent with past practices.

c. Contracts. Not enter into any service contract or other contract or agreement relating to the Property other than leases made under and in accordance with Section 9 of this Addendum and contracts for routine maintenance which can be terminated without penalty by either party on no more than 30 days advance written notice.

d. Amendments. Not enter into any amendment or modification to any lease, easement, service contract or other contract or agreement relating to the Property.

e. Transfer. Not cause or permit transfer, conveyance, sale, assignment, pledge, mortgage, lease, or encumbrance of any of the Property, other than leases made in accordance with the terms of Section 9 of this Addendum. Not enter into any contract or agreement for the purchase or sale of all or any part of the Property.

14. Advise Buyer. Until the earlier of the Closing or the termination of this Agreement, each Seller shall notify Buyer in writing promptly upon learning or receiving actual notice (as opposed to constructive or imputed notice) of any of the following events and shall promptly provide copies to Buyer of notices and documents relating to any of the following:

a. Any event, transaction, or occurrence prior to Closing that could materially and adversely affect any of the Property, other than events or occurrences caused by Buyer or its agents or contractors.

b. Any fact or event that would cause any Seller to be in violation of any of its covenants or other undertakings or obligations hereunder.

c. Any violation of any law, ordinance, regulation or law that would or might materially affect any of the Property other than a violation of law by Buyer or its agents or contractors.

d. Any proposed change or actual change in any zoning or other law affecting the use or development of any of the Property, other than changes proposed or caused by Buyer.

e. Any pending or threatened litigation that affects any of the Property or that could affect the transaction contemplated hereby.

f. Any pending or threatened proceeding in bankruptcy or insolvency that could affect any of the Property or any person owning any interest therein.

g. Any notice from any governmental authority or agent thereof pertaining to the assessment or reassessment of the Property or any notice of improvements the cost of which may be assessed against the Property.

h. Any enforcement, clean-up, removal or other governmental or regulatory enforcement action concerning the Property which is instituted, completed or threatened.

15. Contingency Savings. The parties hereto acknowledge that Buyer will expend material sums of money in reliance on Sellers' obligations under the Offer in connection with negotiating and executing the Offer, furnishing the earnest money, conducting the due diligence activities contemplated by the Offer, and preparing for closing, and that Buyer would not have entered into the Offer without the availability of the rights to perform the due diligence activities described herein. The parties, therefore, agree that adequate consideration exists (in addition to the consideration referred to in Section 7.B(1) of the Form Offer) to support each of the parties' obligations under the Offer, and Sellers and Buyer each waive any and all rights to challenge the enforceability of the Offer on the basis that any of the conditions or contingencies set forth in this Offer are at Buyer's discretion or that any of the agreements contained in the Offer are illusory.

16. Remedy.

a. Despite anything to the contrary contained herein, in the event Buyer refuses or fails to close on the purchase of the Property on the closing date and such failure or refusal is a breach of this Offer, then in such case a "Buyer Default" will be deemed to have occurred. In the event of default by Buyer of Buyer's indemnity or restoration obligations under this Offer, Seller shall have all legal and equitable remedies for such default. If any Buyer Default occurs the sole and exclusive remedy of any or all the Sellers for any such breach or default shall be termination of the contract and receipt and retention of the earnest money and Sellers shall have no additional rights, remedies or causes of action against Buyer. The procedures and remedies for a breach of this Offer by Buyer as provided above in this Section 16(a) are the sole and exclusive remedies of the Sellers in the case of any failure or refusal of Buyer to close on the purchase of the Property at the closing in breach of this Offer and the sole and exclusive mechanism for any of the Sellers to obtain the earnest money or terminate this Agreement in the event of or as a consequence of a breach of this Agreement by the Buyer. The Sellers will have no other rights or remedies for any breach of this Offer by Buyer with respect to Buyer's obligations at the closing. The Sellers may not terminate this Offer other than pursuant to an express provision of this Offer. In the event any of the Sellers breach the terms of this Offer, or in the event any Sellers are in breach of any of the representations or warranties of Sellers expressly set forth in this Offer and any such breach is not cured within ten (10) days after written notice of any such breach from Buyer, then Buyer as Buyer's sole and exclusive remedy for any such breach shall have the right to either (i) terminate this Offer by written notice to Sellers and thereupon receive back all earnest money deposited by Buyer (including, without limitation, all earnest money previously disbursed to Sellers which Sellers shall return) and recover from Sellers, and Sellers shall pay to Buyer, an amount equal to all Pursuit Costs, or (ii) specific performance by the Sellers and to accept such title as Sellers can deliver. If Buyer elects

to pursue specific performance and later determines that Buyer for any reason cannot enforce or obtain specific performance then Buyer is entitled to elect to pursue and receive the remedies described under Section 16(a)(i) above instead. In no case would Buyer have the right to recover more than \$100,000 of Pursuit Costs from Sellers. Nothing in this Section 16 will limit any party's rights under Section 17 of the Form Offer.

b. The parties agree that the limited remedy provided in this Section 16 is fair and reasonable, not a penalty imposed on Buyer and is agreed to by the parties because it would be difficult or impossible to determine the actual damages suffered by Sellers in the event of Buyer's breach of the Offer. This provision shall survive termination of the Offer.

c. "Pursuit Costs" means all costs incurred or paid for by Buyer or any of its affiliates in Buyer's or any affiliate's inspections, permitting, and/or design efforts related to or connected with Buyer's or any affiliate's intended use of the Property, including without limitation any and all attorney fees, survey costs, engineering costs, inspection costs, testing costs, and other due diligence costs and/or expenses paid or incurred by Buyer or any affiliate in connection with or related to (i) this Offer or (ii) Buyer's or any affiliate's intended use of the Property.

17. Liability Limitation. The Buyer shall have no liability under the Offer, including without limitation Section 7.C(3) of the Form Offer, for any environmental, hazardous material, soil, wetland, historical, archeological, or other condition on the Property which Buyer or any of its agents or contractors discovers in connection with this Offer so long as such condition is not actually created or caused by Buyer, its agents, or contractors.

18. Counterparts. The Offer, acceptance thereof or any amendments/counteroffers with respect thereto may be signed in counterpart and transmission by facsimile or other form of electronic transmission of executed copies of the Offer or such other documents (e.g., PDF) shall be deemed delivery and such copies shall be deemed executed originals of the Offer or such other documents.

19. Assignment. The parties agree that despite anything contained in this Offer to the contrary (a) the Buyer has the right to assign this Offer to any person or entity (including, without limitation, any corporation, limited liability company, partnership, limited partnership, governmental entity, or business association) that is designated by Buyer in Buyer's sole and absolute discretion; and (b) Buyer does not need any consent or approval of any of the Sellers to any such assignment. The Buyer acknowledges and agrees that any assignment of this Offer by Buyer shall not serve to release Buyer from its obligations under this Offer. The Sellers will not challenge any assignment of this Offer by Buyer.

20. Closing Statement. If any errors or omissions are made at closing with regard to the preparation of the closing statement, the terms and conditions of other closing documents or the failure to have executed and delivered a document or instrument called for by the Offer, Sellers and Buyer shall make the appropriate corrections and payments due and owing to each other resulting therefrom, or execute and deliver such required documents or instruments, promptly after the discovery of any such error or omission.

21. Miscellaneous. The words "Seller may terminate" in Section 5(A) of the Form Offer are hereby deleted. The last sentence of Section 7(B)(1) of the Form Offer is hereby deleted. In the event this Offer terminates prior to the closing occurring, the Buyer will provide at the request of the Sellers copies of any final third party inspection, testing, or sampling reports which Buyer has received from its engineering consultants. Buyer may redact, exclude, or remove from any such reports any privileged information or any information concerning any parent or affiliate of Buyer. In addition, Buyer is not obligated to provide any market or business feasibility reports or information, market or business assessment reports or information, market study reports or information, or any similar reports or information to Sellers. Sellers and Buyer agree that by signing below on this Addendum they are agreeing to be bound to the terms of the Form Offer and this Addendum and that no actual signatures or initials are required on the Form Offer. Each of the terms, provisions, conditions, covenants, representations, and warranties contained in this Offer, and each party's rights, duties, and obligations under this Offer, shall survive the Closing and shall not be deemed to be merged into, or waived by or through, the deed delivered by Sellers at closing or any of the instruments or documents of closing made, delivered, or executed under or in connection with this Offer by any party. The "merger doctrine" shall not apply to this Offer or to the deed delivered by Sellers at closing or to any instruments or documents of closing made, delivered, or executed in connection with this Offer by any party. The Buyer shall have the right to record a notice or memorandum of this Offer in the real estate records of the County in which the Property is located.

22. Brokers. All commissions and/or fees owed by any party to any of the brokers listed in Section 9 of the Form Offer in connection with the transactions contemplated by this Offer shall be the sole responsibility of the Sellers and the Sellers shall promptly pay any and all such commissions and/or fees on or before the closing date. The Sellers jointly and severally represent and warrant to Buyer that, other than the brokers listed in Section 9 of the Form Offer (the "Brokers"), no Seller has dealt with or engaged any other broker or finder in connection with the purchase and sale of the Property. Buyer represents and warrants to Sellers that, other than the Brokers, Buyer has not dealt with or engaged any other broker or finder in connection with the purchase and sale of the Property.

23. Post-Closing Occupancy.

a. Subject to the terms of this Section 23 of this Addendum, for the period of time commencing with the date of the closing and terminating on the date that is one hundred eighty (180) days after the date of the closing (the "House Period"), the Sellers shall have the right to the use and occupancy of the houses ("Houses") that currently exist on the Property and Sellers may during the House Period remove the Houses from the Property.

b. Any use and/or occupancy of the Houses by any Sellers or any of their guests or invitees shall be at the sole cost and expense of the Sellers and all such use and occupancy shall be in a lien free manner. Any removal of any of the Houses by any Sellers shall be at the sole cost and expense of the Sellers and shall be conducted in a good and workman-like and lien free manner. If any Seller commences the removal of any House from the Property after the Closing the Sellers shall cause the removal of the House, and all debris caused by or

associated with the removal of the House, to be completed within the House Period. Sellers shall pay the actual cost of all utilities consumed during the House Period with respect to or in connection with any of the Houses.

c. The rights of the Sellers to the Houses under this Section 23 are personal to the Sellers and not assignable or transferrable. Sellers may only use the Houses during the House Period for residential and recreational use and not for commercial use (provided, however, that this sentence does not limit the rights of Sellers to remove the Houses from the Property). During the House Period Sellers shall, to the fullest extent permitted by law, (i) keep and maintain the Houses in good condition, repair, and working order, and (ii) make all necessary repairs, maintenance, and replacements to the Houses (provided, however, that this sentence does not limit the rights of Sellers to remove the Houses from the Property). Sellers shall comply with all applicable laws with respect to their use of the Houses and any removal thereof. Before any Seller removes any of the Houses from the Property the Sellers will obtain at their sole cost and expense all permits required for any such removal. If any Seller removes any House the Sellers shall first obtain all permits required for the removal of the House at Sellers' sole cost and expense. Sellers shall not interfere or conflict with Buyer's (or any of its agents or contractors) use of, or activities upon, the Property including, without limitation, any of Buyer's construction activities on the Property. After the expiration of the House Period, Sellers shall not further use (and the Sellers will have no further rights to use) any of the Houses or the Property. Prior to the expiration of the House Period, the Sellers shall remove all their personal property from the Houses. After expiration of the House Period the Sellers will not have any rights of any kind to enter or come upon the Property and after the expiration of the House Period they shall not enter or come upon the Property.

d. Sellers shall jointly and severally indemnify, defend, reimburse, and hold harmless the Buyer and each of Buyer's employees, members, parents, subsidiaries, lenders, agents, contractors, guests, and invitees (collectively with Buyer the "Buyer Indemnitees") from and against any and all claims, suits proceedings, costs, fees, damages, losses, or expenses (including, without limitation, reasonable attorney fees) brought against, suffered by, incurred by, or paid by Buyer or any Buyer Indemnitee arising from or out of, directly or indirectly, (i) the use or occupancy of any House after the closing by any Sellers, (ii) any breach of this Agreement after closing by any Seller, (iii) any maintenance or repairs conducted by any Sellers with respect to any House, (iv) any violation of laws or ordinances with respect to the Houses, (v) the removal of the Houses from the Property by any Seller, and/or (vi) the non payment by any Seller of any contractor engaged by any Seller for the removal of all or any part of the House from the Property. Effective as of the Closing, the rights of the Sellers under this Section 23 of this Addendum are fully and completely subordinate to the rights of any lender to Buyer and each Seller will immediately sign a subordination agreement confirming such subordination at the request of Buyer or any lender or prospective lender to Buyer.

24. **Sellers' Obligations.** Each Seller is jointly and severally liable for the duties and obligations of each other Seller under this Offer. A breach of the terms of this Offer by any Seller will be deemed a breach by all the Sellers. Each Seller shall cause each other Seller to perform the duties and obligations under this Offer of such other Seller. Payment by Buyer to any Seller of any amount owed by Buyer under this Offer to Sellers shall be deemed payment to

all Sellers.

25. Sales Price. Despite anything in Section 3 of the Form Offer to the contrary, the sales price paid at closing will be the sales price determined under Section 3.B of the Form Offer rather than the price shown in Section 3.A of the Form Offer.

26. Legal Description. The Property consists of all the lands listed on Exhibit A to Schedule 1 of this Addendum but excludes all the lands described on Exhibit B to Schedule 1 of this Addendum.

27. Tax Deferred Exchange. Either party may elect to complete this transaction as a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code. Each party agrees to cooperate with the other in accomplishing such an exchange provided that the cooperating party incurs no additional expense or liability.

28. Status of the Property. Section 19.B of the Form Offer is deleted and replaced with the following:

Sellers hereby represent and warrant to Buyer, which representations and warranties shall also be deemed to be made by Sellers to Buyer at the time of Closing, that no Seller has received any written notice that:

- a. the environmental or ecological condition of the Property is in violation of any law, ordinance, rule or regulation applicable thereto or that the soil, surface water or ground water of or on the Property contain any solid waste, toxic or hazardous substances or contaminants.
- b. any threatened or endangered species or their habitat are on the Property.
- c. there is any pending or threatened litigation affecting the Property.

29. AS IS.

a. This Offer, the deed Sellers are to deliver at Closing, and any other documents Seller is to deliver or does deliver at the Closing are collectively the "Transaction Documents". Despite anything contained in this Offer to the contrary the terms of Section 29(b) of this Addendum do not limit, modify, exclude, or affect any of the covenants, obligations, duties, representations, or warranties of any Seller contained in any of the terms of the Transaction Documents other than the terms of Section 29(b) of this Addendum.

b. SELLER AND BUYER AGREE THAT BUYER IS TAKING THE PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY SELLER THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. OTHER THAN THE SPECIFIC REPRESENTATIONS, IF ANY, MADE IN THIS OFFER, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING UPON

THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. BUYER FURTHER UNEQUIVOCALLY DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES AND (II) ANY RELIANCE BY BUYER ON THE SILENCE OR ANY ALLEGED NON DISCLOSURE OF SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. BUYER TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THE CLOSING DOCUMENTS). BUYER EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS OFFER CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THIS PROVISION WAS FREELY NEGOTIATED AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS FOR THIS OFFER. BUYER HAS AGREED TO DISCLAIM RELIANCE ON SELLER AND TO ACCEPT THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES OR OTHER MATTERS COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND BUYER CONFIRMS THAT BUYER IS HEREBY ASSUMING ALL RISK ASSOCIATED HERewith. BUYER UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY BUYER OTHERWISE MIGHT HAVE. BUYER ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. THIS PARAGRAPH SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH ANY DEED DELIVERED AT CLOSING.

[Signature Page Follows]

This Offer has been signed by the Buyer as of the date first written above in this Addendum;

BUYER:

KR Acquisitions LLC

By: Todd R. Nelson  
Name: Todd R. Nelson  
Title: Manager

DATE: 12/23/15 Todd R. Nelson

This Offer is accepted by the Sellers as of the latest date written below:

SELLERS:

Estate of Lisa M. Carter

By: Greg Carter doLoop verified  
12/23/15 2:37:21 CST  
F051-06344-3379-22443  
Name: Greg Carter  
Title: Executor  
Date: \_\_\_\_\_

Greg Carter

By: Greg Carter doLoop verified  
12/23/15 2:37:21 CST  
F051-06344-3379-22443  
Name: Greg Carter  
Date: \_\_\_\_\_

Keith Krienke

By: Keith Krienke  
Name: Keith Krienke  
Date: 12-21-15

Mark Meredith

By: Mark Meredith doLoop verified  
12/23/15 2:37:21 CST  
B190-7235-1107-3704  
Name: Mark Meredith  
Date: \_\_\_\_\_

**EXHIBIT A TO ADDENDUM**

**Documents**

1. Any leases affecting the Property and any material correspondence related to any leases affecting the Property.
2. Copies of any notices received in connection with any purported or actual violation at the Property of any legal requirement.
3. To the extent that such matters exist and are in the possession of Sellers, all reports (listed below) or correspondence relating thereto in the possession or control of the Seller relating to the Property (the "Reports"):
  - a. engineering
  - b. geotechnical
  - c. environmental
  - d. boundary surveys or other land surveys
  - e. zoning
  - f. title insurance policies or title abstracts
  - g. and other similar studies

Buyer acknowledges that all such items were prepared by third parties and such delivery is without warranty or representation on the part of Sellers. In the event that this Offer is terminated for any reason all such items will be returned to Sellers.

**SCHEDULE 1 TO ADDENDUM**

**Legal Description**

**[see attached Exhibit A and Exhibit B]**

**Exhibit "A"**

**Page 1 of 2**

**FIELD NOTES**

BEING 17678 ACRES OF LAND, MORE OR LESS, OUT OF THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, AND THE JOSEPH MARSHALL SURVEY, ABSTRACT NO. 409, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN A DEED TO ARNOLD TELANDER RECORDED IN VOLUME 2129, PAGE 744, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at a 3/8" dia. iron rod found at the northwest corner hereof in the southerly line of the Union Pacific Railroad, said iron rod being the northeast corner of that certain 192.192 acre tract of land described in a deed to Hixon Building Materials, Inc., recorded as County Clerk's Document No. 1999-47747 in the Official Public Records of Williamson County, and being the northeast corner of that certain 2.416 acre tract of land described in a deed to Hux Enterprises, Inc., recorded as County Clerk's Document No. 9713933, Official Records, Williamson County, from which a 1/2" dia. iron rod found bears N 09° 12' 38" E a distance of 0.80 feet;

THENCE N 66° 00' 58" E a distance of 2165.09 feet with the southerly line of said railroad to an iron rod found at the most westerly corner of that certain 1,933 acre tract of land described in a deed to the Lower Colorado River Authority recorded as County Clerk's Document No. 9663491, Official Records, Williamson County;

THENCE S 23° 50' 56" E a distance of 50.15 feet to an iron rod found at the most southerly corner of said 1,933 acre tract;

THENCE N 66° 06' 12" E a distance of 699.18 feet with the southerly line of said 1,933 acre tract to an iron rod found at the northwest corner of that certain 37,150 acre tract of land described in a deed to the Lower Colorado River Authority recorded as County Clerk's Document No. 2000072144, Official Public Records, Williamson County;

THENCE S 00° 05' 03" E a distance of 2192.46 feet with the west line of said 37,150 acre tract to the southeast corner hereof in the centerline of Brushy Creek;

THENCE along and with the centerline of Brushy Creek and its meander and the south line hereof, the following described fifteen (15) courses and distances:

- 1) N 88° 09' 10" W a distance of 126.01 feet;
- 2) S 53° 00' 09" W a distance of 136.52 feet;
- 3) S 92° 48' 29" W a distance of 190.45 feet;
- 4) S 95° 14' 47" W a distance of 474.33 feet;
- 5) S 66° 08' 14" W a distance of 221.36 feet;
- 6) S 05° 40' 43" E a distance of 352.93 feet;
- 7) S 05° 42' 11" W a distance of 122.39 feet;
- 8) S 22° 54' 36" W a distance of 226.20 feet;
- 9) S 64° 05' 33" W a distance of 282.03 feet;
- 10) S 49° 48' 04" W a distance of 226.16 feet;
- 11) S 38° 35' 27" W a distance of 179.50 feet;
- 12) S 38° 26' 03" W a distance of 295.09 feet;

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Exhibit "A"  
Page 2 of 2

- 13) S 68° 30' 57" W a distance of 234.09 feet;
- 14) S 49° 00' 15" W a distance of 498.98 feet, and;
- 15) S 36° 19' 36" W a distance of 252.68 feet to the northwest corner hereof, said point also being the southeast corner of that certain 60.58 acre tract of land described in a deed to John M. Johnson recorded in Volume 189, Page 132, Deed Records, Williamson County;

THENCE N 06° 10' 00" E a distance of 2032.77 feet to an iron pipe set at the northeast corner of said 60.58 acre tract;

THENCE N 89° 40' 00" W a distance of 247.22 feet to an iron found at the northwest corner of said 60.58 acre tract;

THENCE S 89° 14' 57" W a distance of 8.57 feet to an iron rod found in the east line of said 2.416 acre tract, from which an iron rod found at the southeast corner of said tract as originally described in Volume 1802, Page 539, Official Records, Williamson Co., bears S 0° 12' 36" W a distance of 1.70 feet, and an iron rod found at the northeast corner of Lot 1, Beril Telandier Subdivision, a subdivision of record filed in Cabinet H, Slide 126, Plat Records of Williamson County, bears S 87° 40' W a distance of 31.67 feet;

THENCE N 06° 12' 36" E a distance of 305.70 feet with the east line of said 2.416 acre tract to the Place of Beginning, containing 178.28 acres of land, more or less, HAVE AND EXCEPT therefrom the following described 1.50 acre tract, to wit:

BEING 1.50 ACRES OF LAND OUT OF THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF LOT 12 OF HWEINSON'S SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 11, PAGE 119, DEED RECORDS OF WILLIAMSON COUNTY, AND A PART OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN A DEED TO ARNOLD TELANDER RECORDED IN VOLUME 2129, PAGE 744, OFFICIAL RECORDS, WILLIAMSON COUNTY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron rod set at the southeast corner hereof in the east line of said Lot 12, from which an iron pipe set at the southeast corner thereof bears S 01° 10' 00" E a distance of 661.43 feet;

THENCE S 76° 47' 26" W a distance of 244.88 feet to an iron rod set at the southwest corner hereof;

THENCE N 03° 00' 17" E a distance of 340.27 feet to an iron rod set at the northwest corner hereof;

THENCE N 84° 09' 36" E a distance of 182.00 feet to an iron rod set at the northeast corner hereof in the east line of said Lot 12;

THENCE S 01° 10' 00" E a distance of 298.50 feet with the east line of said Lot 12 to the Place of Beginning, containing 1.50 acres of land, leaving a net area of 176.78 acres herein described.

COALTER & ASSOCIATES, SURVEYORS

*Don Coalter*  
Don Coalter, RPLS, LSLB  
E-08-02 File No. 02079



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GEORGETOWN TITLE  
SINCE 1893

**Wiring Instructions for Georgetown Title Company, Inc.**

**\*\* PLEASE CONTACT OUR OFFICE VIA PHONE TO VERIFY THESE INSTRUCTIONS BEFORE INITIATING YOUR WIRE \*\***

**Wire to:** First Texas Bank  
900 S. Austin Avenue  
Georgetown, Texas 78626

**ABA:** 114 903 103

**Account No:** 868372

**To Credit:** Georgetown Title Company, Inc.  
Escrow Account  
1717 N. Mays  
Round Rock, TX 78664

*from ~~Bank~~  
KR Acquisitions  
Acct. ending in  
176  
\$50,000.<sup>00</sup>*

**Please Reference GF Number and Borrowers:**

**Name:** KR Acquisitions, LLC  
**GF Number:**

Please advise the bank to notify Carol, Evan, Jenna, Shani, Katie or David at (512) 255-5839 upon receipt of this wire.

**In order to ensure that funds are sent to the right bank, please secure wiring instructions from Georgetown Title for each transaction.**

**Please note that ACH Wires or Electronic Transfers are not acceptable and will be rejected/returned. You will need to speak with a bank representative to initiate your wire through the Federal Reserve.**

If you have any questions or need further assistance, please contact our office at the number below.

Thank you.

1717 N. Mays Round Rock, Texas 78664 Office 512.255.5839 Fax 512.244.9138

WWW.GEORGETOWNTITLE.NET