

EXHIBIT

"A"

132A Parcel



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: Bison Tract 79, Ltd.

Address: 3558 Lost Creek, Austin, TX 78735

Phone: (512) 358-7480

E-mail: Steve@NPCommercialpartners.com

Fax: (512) 358-0801

Other: _____

Buyer: KR Acquisitions LLC, a Delaware limited liability company

Address: P.O. Box 590, Wisconsin Dells, WI 53965

Phone: (808) 254-3290

E-mail: pharmadaxley.com

Fax: _____

Other: phontekatahaxiresorts.com

2. PROPERTY:

- A. "Property" means that real property situated in Williamson County, Texas at 132.168 Acres, Highway 79 & Kenney Fort Blvd., Round Rock, TX (address) and that is legally described on the attached Exhibit A or as follows:
R367590
R610039
R510043
R510044

- 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 \$ 12,800,000.00
- (2) Sum of all financing described in Paragraph 4 \$ _____
- (3) Sales price (sum of 3A(1) and 3A(2)) \$ 12,800,000.00

(TAR-1002) 4-1-14

Summit Commercial Industrial Properties, Inc. 20 Chisholm Trail Round Rock, TX 78681
Phone: (512) 244-9707 Fax: (512) 244-9319 Jim Boles

Produced with eSignature by npl, sdx 10/10 Form 1244 Road 1111 W, McChesnut 45000 www.tad.com

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132.168 Acres

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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 \$ 2.2232 per:

☒ (i) square foot of ☒ total area ☐ net area.

☐ (ii) acre of ☐ total area ☐ net area.

(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 cash 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-1034).~~

☐ B. ~~Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1034), 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-1034) 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 Austin Title (512.329.0777) (tray.conover@austintitle.com) (title company) at 1717 W. 6th, Suite 105, Austin, TX 78703 (address) Tray Conover (broker). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 16 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.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
 - ☒ (b) will be amended to read "shortages in areas" at the expense of ☒ Buyer ☐ Seller.
- (3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 45 days after the effective date:

- ☒ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \$5,000.00 (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a

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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 resolve 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 receives 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 90 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 \$ 2,000.00 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.

- (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 expenses 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) plat of the Property;
 - ☒ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
 - ☒ (g) copy of Seller's existing boundary survey
any items checked above to the extent in Seller's possession

- (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.~~

8. 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 verifications contained in the current version of TAR Form 1038 - 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 40 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: Endland Properties Group, LLC

Cooperating Broker: Summit Commercial

Agent: John Endandyk

Agent: Jim Boles

Address: 3813 Juniper Trace, Suite 104
Bee Cave, TX 78738

Address: 20 Chisholm Trail

Round Rock, TX 78681

Phone & Fax: (512) 244-2638

Phone & Fax: (512) 244-2707

(512) 244-9519

E-mail: _____

E-mail: jim@summit-commercial.com

License No.: _____

License No.: 0448916

Principal Broker: (Check only one box)

Cooperating Broker represents Buyer.

☒ represents Seller only.

☐ represents Buyer only.

☐ is an intermediary between Seller and Buyer.

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

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(2) 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 octopop 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 15 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-1916);
 - ☐ (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 receives 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 132.168 Acres, Highway 70 & Kenney Fort Blvd., Round Rock, TX

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, §98.135 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 this Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general vicinity 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 October 30, 2016, 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 132.168 Acres, Highway 79 & Kenney Fort Blvd.,
Round Rock, TX

ATTORNEYS	
Seller's attorney: <u>Rob Braunig</u>	Buyer's attorney: <u>Bruce Harms/Axley Brynaldson</u>
Address: <u>4408 Spicewood Springs Rd. #104</u>	Address: <u>Hansbaker Place, Suite 200</u>
<u>Austin TX 78759</u>	Address: <u>2 East Miffelin St.</u>
Phone & Fax: <u>(512) 294-3772</u>	<u>Madison TX 55703</u>
E-mail: <u>rbraunig@brauniglawfirm.com</u>	Phone & Fax: <u>(608) 283-6736</u>
E-mail: <u>bharms@axley.com</u>	
Seller's attorney requests copies of documents, notices, and other information:	Buyer's attorney requests copies of documents, notices, and other information:
<input checked="" type="checkbox"/> the title company sends to Seller.	<input checked="" type="checkbox"/> the title company sends to Buyer.
<input checked="" type="checkbox"/> Buyer sends to Seller.	<input checked="" type="checkbox"/> Seller sends to Buyer.

ESCROW RECEIPT	
The title company acknowledges receipt of:	
<input checked="" type="checkbox"/> A. the contract on this day <u>10/30/15</u> (effective date);	
<input type="checkbox"/> B. earnest money in the amount of \$ _____ in the form of _____ on _____	
Title company: <u>Austin Title Co.</u>	Address: <u>1717 W 6th Street, Ste 105</u>
By: <u>[Signature]</u>	<u>Austin, TX 78703</u>
Assigned file number (GFA): <u>AUT15001885</u>	Phone & Fax: <u>512-329-0777 / 512-469-5813</u>
	E-mail: <u>tray.conover@austintitle.com</u>
	<u>belinda.zapata@austintitle.com</u>
	<u>shari.vaughan@austintitle.com</u>

Tract 1, 119.28 Acre Tract, Save and Except a 1.50 Acre Tract
Tract 2, 0.037 Acre Tract
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EXHIBIT A

DESCRIPTION

FOR A 132.17 ACRE TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 157.385 ACRE TRACT AS DESCRIBED IN A DEED TO BISON TRACT 79, LTD. AND RECORDED IN DOCUMENT NO. 2007049657 AND AS DESCRIBED IN DOCUMENT NO. 199947747 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, BEING A 119.28 ACRE (TRACT 1) TRACT, SAVE AND EXCEPT BERTL. TELANDER SUBDIVISION, A 1.50 ACRE TRACT, AND RECORDED IN CABINET H, PAGE 126 OF THE PLAT RECORDS OF SAID COUNTY, A 0.037 ACRE (TRACT 2) TRACT, A 4.580 ACRE (TRACT 3) TRACT, AND A 9.771 ACRE (TRACT 4) TRACT, SAID 132.17 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING BOUNDARY SURVRY, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1

BEGINNING at a ½" iron rod with "Baker-Alcklen" cap set for the northeast corner of said 157.385 acre tract, same being the northwest corner of a called 176.78 acre tract as described in a deed to Gregory Stephen Carter and recorded in Document No. 2010072268 of the Official Public Records of said County, being on the south right-of-way line of the Union Pacific Railroad, for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE with the east line of said 157.385 acre tract, same being the west line of said 176.78 acre tract, S 02° 15' 15" E for a distance of 306.45 feet to a ½" iron rod with cap found for an angle point on the east line of said 157.385 acre tract, same being the southwest corner of said 176.78 acre tract, for an angle point hereof;

THENCE continuing with the east line of said 157.385 acre tract, same being the south line of said 176.78 acre tract, N 86° 30' 52" E for a distance of 8.57 feet to an axle found for an angle point on the east line of said 157.385 acre tract, same being the northwest corner of a called 60.58 acre tract as described in a deed to Ernest Nelson Johnson, et al. and recorded in Document No. 2003035923 of the Official Public Records of said County;

THENCE continuing with the east line of said 157.385 acre tract, same being the west line of said 60.58 acre tract, S 02° 09' 49" E passing at a distance of 2771.35 feet a ½" iron rod with "Baker-Alcklen" cap found, continuing for a total distance of 3267.63 feet to a calculated point in the centerline of Brushy Creek, for the southeast corner of said 157.385 acre tract, same being

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the southwest corner of said 60.58 acre tract, same being an angle point on the north line of Lot 46, Block F, Sonoma Section 12, a subdivision recorded in Cabinet Z, Slides 347 - 348 of the Plat Records of said County, for the southeast corner hereof;

THENCE with the south line of said 157.385 acre tract, same being the approximate centerline of said Brushy Creek, in part with the north line of said Lot 46 and in part with the north line of a called 1.764 acre tract as described in a deed to the City of Round Rock, Texas and recorded in Document No. 2013036475 of the Official Public Records of said County, the following four (4) courses and distances:

- 1) S 70° 05' 58" W for a distance of 138.30 feet to a calculated angle point hereof,
- 2) S 58° 48' 31" W for a distance of 700.00 feet to a calculated angle point hereof,
- 3) S 67° 48' 31" W for a distance of 240.00 feet to a calculated angle point hereof, and
- 4) S 53° 00' 31" W for a distance of 137.67 feet to a calculated point set for the northwest corner of said 1.764 acre tract, being on the east right-of-way line of Kenney Fort Boulevard (right-of-way width varies), for the southwest corner hereof;

THENCE through the interior of said 157.385 acre tract, same being the east right-of-way line of said Kenney Fort Boulevard, the following nine (9) courses and distances:

- 1) N 03° 27' 24" W for a distance of 497.11 feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof,
- 2) N 86° 32' 36" E for a distance of 58.31 feet to an iron rod with "SAM" cap found for an angle point hereof,
- 3) N 03° 27' 24" W for a distance of 244.21 feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof,
- 4) N 19° 11' 07" W for a distance of 376.67 feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof,
- 5) N 26° 22' 37" W for a distance of 1455.20 feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof,

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- 6) N 22° 48' 02" W for a distance of 160.31 feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof,
- 7) N 26° 22' 37" W for a distance of 114.86 feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof,
- 8) N 23° 12' 25" W for a distance of 254.69 feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof, and
- 9) N 02° 18' 18" W for a distance of 323.08 feet to a ½" iron rod with "Baker-Aicklen" cap set on the north line of said 157.385 acre tract, same being the intersection of the east right-of-way line of said Kenney Fort Boulevard and the south right-of-way line of said Union Pacific Railroad, for the northwest corner hereof, from which a calculated point for the northwest corner of said 157.385 acre tract, same being the northeast corner of a called 107.17 acre tract as described in a deed to the Hickox Family Limited Trust and recorded in Document No. 2006053683 of the Official Public Records of said County bears, S 63° 35' 42" W for a distance of 21.91 feet;

THENCE with the north line of said 157.385 acre tract, same being the south right-of-way line of said Union Pacific Railroad, N 63° 35' 42" E for a distance of 2121.70 feet to the **POINT OF BEGINNING** hereof and containing 119.28 acres of land.

SAVE AND EXCEPT

A 1.50 ACRE TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS, BEING ALL OF BERTL TELANDER SUBDIVISION, A SUBDIVISION RECORDED IN CABINET H, PAGE 126 OF THE PLAT RECORDS OF SAID COUNTY AND IN A CORRECTION DEED RECORDED IN DOCUMENT NO. 1986037348 OF THE OFFICIAL RECORDS OF SAID COUNTY

TRACT 2

BEGINNING at a ½" iron rod with "Baker-Aicklen" cap set on the intersection of the west line of said 157.385 acre tract and the west right-of-way line of said Kenney Fort Boulevard, being on the east line of said 107.17 acre tract, for the north corner and **POINT OF BEGINNING** hereof, from which a calculated point for the northwest

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corner of said 157.385 acre tract, same being the northeast corner of said 107.17 acre tract bears, N 02° 18' 16" E for a distance of 662.65 feet;

THENCE through the interior of said 157.385 acre tract, with the west right-of-way line of said Kenney Fort Boulevard, S 28° 43' 51" E for a distance of 59.14 feet to a ½" iron rod with "Baker-Aicklen" cap set on the north corner of a called 0.158 acre tract as described as Tract 3 in a deed to the City of Round Rock and recorded in Document No. 2011041098 of the Official Public Records of said County, for an angle point hereof;

THENCE continuing through the interior of said 157.385 acre tract, with the north line of said 0.158 acre tract, the following two (2) courses and distances:

- 1) S 17° 19' 17" W for a distance of 55.31 feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof, and
- 2) S 62° 42' 23" W for a distance of 8.54 feet to an iron rod with "SAM" cap found on the west line of said 157.385 acre tract, same being the east line of said 107.17 acre tract, for the northwest corner of said 0.158 acre tract, for an angle point hereof;

THENCE with the west line of said 157.385 acre tract, same being the east line of said 107.17 acre tract, N 02° 18' 16" W for a distance of 108.67 feet to the POINT OF BEGINNING hereof and containing 0.037 acre of land.

TRACT 3

BEGINNING at an iron rod with "SAM" cap found on the west line of said 157.385 acre tract, same being the east line of said 107.17 acre tract, for the southwest corner of said 0.158 acre tract, for the northwest corner and POINT OF BEGINNING hereof, from which a calculated point for the northwest corner of said 157.385 acre tract, same being the northeast corner of said 107.17 acre tract bears, N 02° 18' 16" E for a distance of 858.82 feet;

THENCE through the interior of said 157.385 acre tract, with the south line of said 0.158 acre tract, the following two (2) courses and distances:

- 1) N 63° 36' 32" E for a distance of 46.58 feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof, and

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- 2) S 71° 13' 19" E for a distance of 56.41 feet to a 1/2" iron rod with "Baker-Aicklen" cap set on the southeast corner of said 0.158 acre tract, same being on the west right-of-way line of said Kenney Fort Boulevard, for the northeast corner hereof;

THENCE continuing through the interior of said 157.385 acre tract, with the west right-of-way line of said Kenney Fort Boulevard, S 26° 22' 37" E for a distance of 695.13 feet to a 1/2" iron rod with "Baker-Aicklen" cap set for the northeast corner of a called 0.864 acre tract and described as Tract 4 in said Document No. 2011041098, for the east corner hereof;

THENCE continuing through the interior of said 157.385 acre tract, with the north line of said 0.864 acre tract, the following two (2) courses and distances:

- 1) S 18° 37' 23" W for a distance of 56.41 feet to a 1/2" iron rod with "Baker-Aicklen" cap set for an angle point hereof, and
- 2) S 63° 37' 08" W for a distance of 392.71 feet to a 1/2" iron rod with "Baker-Aicklen" cap set on the west line of said 157.385 acre tract, same being the east line of said 107.17 acre tract, for the northwest corner of said 0.864 acre tract, for the southwest corner hereof, from which a 1/2" iron rod found bears, S 63° 37' 08" W for a distance of 1.23 feet;

THENCE with the west line of said 157.385 acre tract, same being the east line of said 107.17 acre tract, N 02° 18' 16" W for a distance of 848.86 feet to the POINT OF BEGINNING hereof and containing 4.580 acres of land.

TRACT 4

BEGINNING at a calculated point on the west line of said 157.385 acre tract, same being the east line of said 107.17 acre tract, for the southwest corner of said 0.864 acre tract, for the northwest corner and POINT OF BEGINNING hereof, from which an iron rod with "SAM" cap found bears, S 63° 37' 14" W for a distance of 1.43 feet;

THENCE through the interior of said 157.385 acre tract, with the south line of said 0.864 acre tract, the following two (2) courses and distances:

- 1) N 63° 37' 14" E for a distance of 428.45 feet to an iron rod with "SAM" cap found for an angle point hereof, and

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- 2) S 71° 22' 37" E for a distance of 56.41 feet to a 1/2" iron rod with "Baker-Aicklen" cap set for the southeast corner of said 0.864 acre tract, same being on the west right-of-way line of said Kenney Fort Boulevard, for the northeast corner hereof;

THENCE continuing through the interior of said 157.385 acre tract, with the west right-of-way line of said Kenney Fort Boulevard, the following four (4) courses and distances:

- 1) S 26° 22' 37" E for a distance of 250.83 feet to a 1/2" iron rod with "Baker-Aicklen" cap set for a point of curvature hereof,
- 2) with the arc of a curve to the right, having a radius of 1441.95 feet, an arc length of 306.03 feet, a central angle of 012° 09' 37", and a chord which bears, S 21° 13' 46" E for a distance of 305.46 feet to a 1/2" iron rod with "Baker-Aicklen" cap set for a point of non-tangency hereof,
- 3) S 00° 08' 13" E for a distance of 360.28 feet to a 1/2" iron rod with "Baker-Aicklen" cap set for an angle point hereof, and
- 4) S 16° 11' 19" W for a distance of 165.80 feet to an iron rod with "SAM" cap found for the northeast corner of a called 12.1 acre tract as described in a deed to the City of Round Rock and recorded in Document No. 2013049009 of the Official Public Records of said County, same being an angle point on the west right-of-way line of said Kenney Fort Boulevard, for the southeast corner hereof;

THENCE continuing through the interior of said 157.385 acre tract, same being the north line of said 12.1 acre tract, S 88° 42' 17" W for a distance of 267.06 feet to a 1/2" iron rod with "Baker-Aicklen" cap set on the west line of said 157.385 acre tract, same being an angle point on the north line of said 12.1 acre tract, being on the east line of a called 4.42 acre tract as described in a deed to Thomas P. Elrod and spouse, Christel Elrod and recorded in Volume 1813, Page 540 of the Official Records of said County, for the most southerly southwest corner hereof, from which a 1/2" iron rod found for the southeast corner of said 4.42 acre tract bears, S 01° 25' 18" E for a distance of 100.00 feet;

THENCE with the west line of said 157.385 acre tract, same being the east line of said 4.42 acre tract, N 01° 25' 18" W for a distance of 498.30 feet to a 1/2" iron rod found for an angle point on the west line of said 157.385 acre tract, same being the northeast corner of said 4.42 acre tract, for an angle point hereof;

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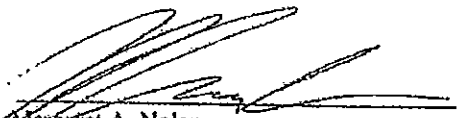
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THENCE continuing with the west line of said 157.385 acre tract, same being the north line of said 4.42 acre tract, S 89° 09' 25" W for a distance of 319.80 feet to a 1/2" iron rod found for an angle point on the west line of said 157.385 acre tract, same being the northwest corner of said 4.42 acre tract, being on the east line of said 107.17 acre tract, for the most westerly southwest corner hereof;

THENCE continuing with the west line of said 157.385 acre tract, same being the east line of said 107.17 acre tract, N 02° 18' 16" W for a distance of 369.49 feet to the POINT OF BEGINNING hereof and containing 9.771 acres of land.

Bearing basis is grid north for the Texas Central Zone (4203) NAD 83/93 HARN.

Surveyed under the direct supervision of the undersigned July 30, 2014:


Margaret A. Nolen
Registered Professional Land Surveyor No. 5589
BAKER-AICKLEN & ASSOCIATES, INC.
507 West Liberty Avenue
Round Rock, TX 78664
(512) 244-9620



Job No.: 1146-3-002-20

Filename: K:\PROJECTS\1146-3-002_CoTex Engineering Services_Bison Tract\BA-Survey\METES AND BOUNDS\Bison Tracts 1-4.doc

SPECIAL PROVISIONS ADDENDUM TO COMMERCIAL CONTRACT – UNIMPROVED
PROPERTY BETWEEN BISON TRACT 79, LTD. AND KR ACQUISITIONS, LLC

This Special Provisions Addendum (the "Addendum") 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 Seller (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 Kalahari 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 reasonably exercised 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 not take effect until the closing occurs and if any Entitlements do take effect prior to the closing occurring then if closing shall not occur for any reason except for 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 Seller shall provide reasonable cooperation with respect to the Buyer's activities under this Section 2 including, without limitation, signing of applications for Entitlements; so long as such applications are at Buyer's cost and without liability to Seller; and (b) Seller 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.

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 3 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 sales 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 Seller. 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 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 third Extension Period then \$150,000 of the earnest money shall be disbursed to Seller and \$50,000 of the earnest money shall be disbursed to Buyer. If Buyer's failure or refusal to close the transaction contemplated by this Offer is due

to the breach or default of the Seller or the failure or nonsatisfaction of any condition precedent set forth in Section 12 of this Addendum for the benefit of Buyer, then Buyer shall have the right to a return of all the earnest money (whether deposited by Buyer or disbursed to Seller), less the \$1,000 of independent consideration. Buyer's rights under this Section 4(b) of this Addendum are in addition to, and not in limitation of, any other rights or remedies the Buyer has under this Offer including, without limitation, the rights and remedies of Buyer under Section 17 of this Addendum. If this Agreement terminates the Buyer and Seller 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.

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 above is exercised the date of the closing shall be re-determined based on the new duration of the feasibility period.

6. No Representations: "As Is" Purchase. This Offer, the deed Seller is 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 herein to the contrary the terms of this Section 6 do not (a) limit, modify, exclude, or affect any of the covenants, obligations, duties, representations, or warranties of the Seller contained in the other Sections or provisions of this Offer or in any of the other Transaction Documents (the "Other Provisions"); or (b) limit the liability of the liability of Seller for or under the Other Provisions. Except for the representations and warranties set forth in the Transaction Documents, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS of any kind or character, express or implied, with respect to the Property, its physical condition, income to be derived therefrom or expenses to be incurred with respect thereto, or with respect to information or documents previously furnished to Buyer or furnished to Buyer pursuant to the Offer, or with respect to Seller's obligations or any other matter or thing relating to or affecting the same. The parties acknowledge and agree that there are no oral agreements, implied or oral warranties, or other representations made between the parties that are outside of the written terms of this Offer or the other Transaction Documents. Notwithstanding anything contained herein to the contrary, this Section shall survive the Closing or any termination of the Offer.

BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE REPRESENTATIONS AND, WARRANTIES EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS, THE CONVEYANCE OF THE PROPERTY IS SPECIFICALLY MADE "AS-IS" AND "WHERE-IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHATSOEVER.

BUYER ACKNOWLEDGES THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE IN THE TRANSACTION DOCUMENTS, (A) NEITHER SELLER NOR ANY OF ITS AGENTS HAVE MADE, AND SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO,

CONCERNING, OR WITH RESPECT TO, (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (II) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (III) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (V) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND (B) NEITHER SELLER NOR ANY OF ITS AGENTS HAVE MADE, AND SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS, BUYER SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OR ITS AGENTS OR CONTRACTORS. EXCEPT FOR REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN THE TRANSACTION DOCUMENTS SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF SELLER.

7. Title Objections.

a. The Buyer will have 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 Seller any objections it has to any matters set forth in the title commitment or survey (the "Objection Period") provided that Buyer is deemed to have received the survey on the earlier to occur of (i) the date of Buyer's actual receipt of the survey, or (ii) the deadline specified in Section 6B of the Form Offer. Buyer's notice containing its objections is referred to herein as the "Objection Notice". The term "Permitted Exceptions" means any 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.

b. After receipt of an Objection Notice, the Seller shall have the option, but not the obligation, until the date that is thirty (30) days after the date the Objection Notice is received by the Seller ("Cure Period"), to cure any of Buyer's objections. An objection will be deemed cured within the Cure Period if Seller either cures the objection within the Cure Period

in a manner reasonably acceptable to the Buyer or Seller commits in writing during the Cure Period to cure the objection prior to or at closing in a manner reasonably acceptable to Buyer. If any objection is not cured within the time periods contemplated above, then the Buyer shall have the right to terminate this Offer by giving written notice to Seller at any time on or before the thirtieth (30th) day after the expiration of the applicable cure period. If Buyer does so terminate this Offer then all earnest money, less the \$1,000 of independent consideration, shall be returned to Buyer. If the Buyer does not so terminate this Offer then (i) any matter shown on the title commitment, 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 has not been cured within the Cure Period 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. The Seller 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 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 Seller commits to cure any objected to title or survey matter in writing then Seller 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.

c. Despite anything to the contrary contained herein, the term Permitted Exceptions shall not include (i) any Monetary Liens or (ii) any leases other than Post Closing Leases, or (iii) any standard title exceptions that can be removed by Seller providing the Affidavits and Indemnity as to Debts, Liens, and Possession in the form contemplated by Section 11(a) of this Addendum. "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 as a result of the change of the use of the Property due to the acts of Buyer), fixture filing, or any other monetary lien, broker lien, or collateral security document. The term Monetary Lien does not include any of the foregoing items listed in the sentence which affect the Property due to the acts of the Buyer. The Buyer need not object under Section 7(a) of this Addendum to any Monetary Liens or any matter described in Section 7(c)(ii) or (iii).

8. Proration: Special Assessments and Real Estate Taxes. The Seller 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 ("Seller's Taxes") for all years prior to the year in which the closing occurs and a prorated portion of such Seller's Taxes for the year in which the closing occurs. The Seller shall also be responsible for paying as they become due and no later than the closing date all penalties, late fees, and interest for any Seller's Taxes which were due prior to or on the closing date but not timely paid by Seller. If a tax bill for Seller's Taxes for the year in which closing shall occur has not yet been issued as of the closing, the title company shall estimate Seller's Taxes at the closing based on the amount of basic ad valorem real estate taxes paid by Seller for the immediately preceding

year. The title company shall prorate the actual or estimated amount of Seller's 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 Seller, 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, or which arise before closing to the extent arising from Buyer's change of use (or intended change of use), or application for zoning, permits, or other Entitlements, it being the agreement of the parties that Seller is responsible only for the Seller's Taxes (and related penalties, late fees, and interest) which it is specifically obligated to pay under this Section 8 and Buyer is responsible for all other taxes, assessments, and impositions (including without limitation rollback taxes, special assessments, and road assessments). 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. The third to last sentence of this paragraph shall survive closing or termination of the Offer.

9. Special Warranty Deed. The special warranty deed delivered by Seller at the closing shall include a warranty that the Property is conveyed free and clear of all liens and encumbrances created during Seller's period of ownership of the Property other than Permitted Exceptions.

10. Leases. Seller represents that attached to this Addendum as part of Exhibit A are 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, other than any mineral leases (for which Seller makes no warranty or representation). Buyer is advised to review the Title Commitment as to any mineral leases. Seller represents that the existing leases are (a) the agricultural lease for year 2015 attached to this Addendum and (b) an oral month to month lease, with a monthly rental currently at \$1,000, with the residents named in the 2002 lease attached to this Addendum. The Seller 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 or residential purposes, the term of any such leases after giving effect to all extension and renewal options does not exceed a year, and Seller first obtains the prior written consent of the Buyer to any such leases which the Buyer will not unreasonably withhold, condition, or delay; provided, however, Buyer's consent is not required (a) as to any agricultural leases for one year or less which are required to maintain the Property's agricultural exception for property taxes and having the following terms: the lease can be terminated by landlord upon not less than 30 days' notice to tenant and upon payment to tenant the greater of (i) all actual out-of-pocket costs of planting any crops, or (ii) the then market value of any crop that tenant has planted in that year, or (b) any residential lease which is a month to month lease. All such leases shall be deemed Permitted Leases and Post Closing Leases. Without limiting the Buyer's rights hereunder by enumeration, the 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. The Seller will provide the Buyer with copies of each written lease and the terms of each unwritten lease it makes for the Property while this Offer is in effect.

11. Closing Deliverables. In addition to the documents to be delivered by the Seller at the closing as described in the Form Offer, at the closing the Seller 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 Post Closing Leases and mineral leases which are Permitted Exceptions); and no purchase contracts for the Property or contracts to sell the Property; provided, however, Seller may except from such affidavit any such matters which were caused by the acts of Buyer.

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, or material supplier liens but does not include any liens created by the Buyer.

12. 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 Seller shall have delivered all the documents it is to deliver at the closing in duly executed form at or prior to the closing date and Seller shall have cured all title objections it has committed to cure under Section 7(b) of this Addendum.

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

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

13. 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 the 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 13 and Exhibit A come into the possession or control of Seller after the date hereof the Seller shall provide copies to the Buyer promptly. At the Closing the Seller will provide a copy of a resolution and such other documents as are reasonably required by Title Company to demonstrate that Seller is authorized to enter into this Offer.

14. Operation of the Property. Until the earlier of the closing or the termination of this Offer, 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 Seller may enter into new leases in accordance with the terms of Section 10 of this Addendum.
- b. Maintenance. Maintain the Property in materially the same manner and condition as immediately prior to the effective date of this Offer and not materially alter the Property, provided however that the following will not be breaches of Section 14(b): routine maintenance, replacements, and repairs and ordinary farming activities consistent with past practices, damage and/or destruction to or of the house on the Property not caused by Seller, damage and changes caused by the elements or acts of nature, and reasonable wear and tear.
- c. Amendments. Not enter into any amendment or modification to any lease, easement, or other agreement that is binding on the Property.
- d. 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 10 of this Addendum. Not enter into any contract or agreement for the purchase or sale of all or any part of the Property.

Section 14(d) above will not apply to the granting to any bona fide bank or financial institution any mortgage, deed of trust, or collateral assignment of rents and leases in the Property. Seller shall not cause or allow the aggregate amount of all liabilities secured by the Property to exceed eighty percent (80%) of the Sales Price provided, however, that this restriction in this sentence shall expire once the closing has occurred.

15. Advise Buyer. Until the earlier of the Closing or the termination of this Agreement, Seller shall notify Buyer in writing within forty five (45) days after Buyer receives any of the following:

- a. Any notice of the commencement of a lawsuit or other legal proceedings against Seller.
- b. Any notice of any pending or threatened proceeding in bankruptcy or insolvency naming Seller as debtor.
- c. Any notice of any enforcement, clean-up, removal or other governmental or regulatory enforcement action concerning any environmental contamination on the Property which is instituted, completed or threatened.

16. Contingency Savings. The parties hereto acknowledge that Buyer will expend material sums of money in reliance on Seller's 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 Seller 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.

17. Remedies:

a. If Buyer fails to timely close on the purchase of the Property in accordance with the requirements of this Offer, Buyer is in default and Seller, as Seller's sole remedies, may terminate this Offer and receive the earnest money as liquidated damages. Notwithstanding the foregoing, nothing in this provision shall serve to limit Seller's right to pursue damages from Buyer under Section 7.C(3) of the Form Offer, or Sections 2, 8, and 23 of this Addendum (the "Excluded Provisions"). Buyer's liability in the aggregate when all obligations under Buyer's Indemnity, defense, reimbursement, damages, and hold harmless obligations under the Excluded Provisions are aggregated together will not exceed One Million and No/100 Dollars (\$1,000,000.00).

b. Section 15.C. of the Form Offer is hereby deleted. If Seller fails to timely close on the sale and purchase of the Property in accordance with the requirements of this Offer or fails to timely perform any of its other duties to be performed by Seller at closing, Seller is in default and Buyer, as its sole remedies, may:

i. terminate this Offer and receive the earnest money as liquidated damages (including, without limitation, all earnest money previously disbursed to Seller under the terms of Sections 3 and 4 of this Addendum), less any independent consideration under Paragraph 7.B.(1); or

ii. enforce specific performance of this Offer; provided, however, that if Buyer cannot enforce specific performance, or elects to not do so, or if Seller shall have sold the Property or granted any interest therein in breach of this Offer, Buyer will be entitled to recover all earnest money paid under the terms of this Offer (including all earnest money previously disbursed to Seller under the terms of Sections 3 and 4 of this Addendum) and recover damages in the amount of all costs incurred or paid for by Buyer in Buyer's inspections, permitting, and design efforts related to Buyer's intended use of the Property, including without limitation all attorney fees, survey costs, engineering costs, inspection costs, testing costs, and other due diligence costs and/or expenses paid or incurred by Buyer in connection with this Offer (collectively "Pursuit Costs"), not to exceed ~~Two Million Five Hundred Thousand Dollars~~ One Million (\$1,000,000.00).

c. If Seller breaches any of the terms of Sections 10, 14, or 15 of this Addendum prior to the termination of this Offer or closing the Buyer's sole and exclusive remedy prior to acquiring the Property is to terminate this Offer, receive all earnest money (including, without limitation, any earnest money disbursed to Seller) less the independent

consideration, and recover from Buyer the Pursuit Costs incurred or paid for by Buyer with the Buyer's recovery of Pursuit Costs not to exceed One Million Dollars (\$1,000,000.00).

d. If Seller has breached prior to the closing any of the terms of Sections 10, 14, or 15 then once Buyer has acquired the Property, the Buyer shall be entitled to recover all damages suffered or incurred by the Buyer or the Property due to any such breach other than Buyer's Pursuit Costs.

e. Nothing in this Section 17 of the Addendum will limit either Buyer's or Seller's rights under Section 17 of the Form Offer.

18. Indemnity 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.

19. Counterparts. The Offer, acceptance thereof or any amendments/counteroffers with respect thereto maybe 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.

20. Assignment. Buyer may not assign this Offer without the prior written consent of Seller, provided, however that Buyer shall have the right to assign Buyer's interest in this Offer to an affiliate of Buyer without obtaining the prior written consent of Seller upon notice to Seller of such affiliate assignment. The Buyer acknowledges and agrees that any assignment of this Offer shall not serve to release Buyer from the obligations herein.

21. 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, Seller 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.

22. Miscellaneous. In the event this Offer terminates prior to the closing occurring, the Buyer will provide at the request of the Seller 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 Seller. 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.

23. Brokers.

a. At the closing the Seller will pay Summit Commercial Industrial Properties, LLC (the "Cooperating Broker") two percent (2%) of the sales price. At closing the Seller will pay Endland Properties Group, LLC (the "Principal Broker") all commissions owed to the Principal Broker in connection with the transaction contemplated by this Agreement. Seller shall be solely responsible for any commissions owed to Principal Broker due to the transactions contemplated hereby and will enter into an agreement, as to the amount of the commission owed Principal Broker, with Principal Broker prior to closing. The Seller will cause the Principal Broker to deliver at the closing a complete waiver of broker lien rights with respect to the Property.

b. The Seller represents and warrants to Buyer that, other than the Principal Broker and the Cooperating Broker Seller has not dealt with or engaged any other broker or finder in connection with the purchase and sale of the Property to which any commission or fee could be owed on account of this transaction. Buyer represents and warrants to Seller that, other than the Cooperating Broker and the Principal Broker, Buyer has not dealt with or engaged any other broker or finder in connection with the purchase and sale of the Property to which any commission or fee could be owed on account of this transaction. Seller shall indemnify, defend, and hold harmless the Buyer from and against any breach by Seller of Section 23(a) above and from and against any claim for commission arising from this transaction brought by any agent or broker claiming same through or under the Seller. Buyer shall indemnify, defend, and hold harmless the Seller from and against any claim for commission arising from this transaction brought by any agent or broker, other than the Cooperating Broker or Principal Broker, claiming through or under Buyer.

24. 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.

[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

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

SELLER:

Bison Tract 79, Ltd.

By: MP Commercial Partners, LLC, its
general partner

By: Steve Malachowski

Name: Steve Malachowski
Title: Managing Member

Date: 10/30/15

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. All material documents in the possession or control of Seller relating to status or condition of the Property.
4. All reports (listed below) 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. and other similar studies



TEXAS ASSOCIATION OF REALTORS® RESIDENTIAL LEASE AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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NOTICE:

Landlord's broker, Capital Leasing (license #0464388 0), ☐ will ~~will~~ ☒ will not act as the property manager.
Future inquiries about this Lease, rental payments, and security deposits should be directed to ☐ Landlord's broker ☒ Landlord.
Landlord's broker ☐ does ~~not~~ ☒ does not have authority to bind Landlord to this Lease under another agreement or power of attorney.

1. **PARTIES:** The parties to this agreement (Lease) are the owner of the Property Bison Building Materials, LTD.
(Landlord) and Ruth Anne McCune & Marvin McCune
(Tenant).

2. **PROPERTY:** Landlord leases to Tenant that certain real property known as 3301 Palm Valley Blvd.
(address) Williamson County (city) Texas (zip code)
or as described on attached exhibit together with all its improvements including the following non-real estate items
(the Property)
also described as (legal description recommended if lease is for one year or more): _____

3. **TERM:** This Lease commences on 5/01/02 (Commencement Date) and ends on
7/31/02 (Termination Date).

4. **AUTOMATIC RENEWAL AND NOTICE OF TERMINATION:** This lease will automatically renew on a month-to-month basis unless either party provides the other party written notice of termination at least thirty (30) days before the Termination Date or the end of any renewal period. VERBAL NOTICE IS NOT SUFFICIENT UNDER ANY CIRCUMSTANCES. If this Lease is automatically renewed on a month-to-month basis, either party may terminate the renewal of this Lease by providing written notice to the other party and the renewal will terminate:

☐ A. on the last day of the month in which the notice is given if notice is given on the first day of the month. If the notice is given on a day other than the first day of the month, the renewal will terminate on the last day of the month following the month in which the notice is given.

☒ B. on the date designated in the notice but not sooner than thirty (30) days after the notice is given and, if necessary, rent will be prorated on a daily basis.

If neither of the above choices is checked, box A will be deemed checked. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

5. RENT:

A. **Monthly Rent:** Tenant will pay monthly rent in the amount of \$750.00 for each full month during this Lease. The first full month's rent is due and payable no later than 4/15/02. Thereafter, Tenant will pay the monthly rent on or before the first day of each month during this Lease. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

B. **Prorated Rent:** Tenant will pay as prorated rent from the Commencement Date to the first day of the following month the sum of \$0.00 on or before _____.

C. **Place of Payment:** Tenant will pay all rent to Bison Building Materials, LTD. (name of payee) at PO Box 19849 (address) in Houston (city) Texas (state) 77224 (zip) or at such other place as Landlord may designate from time to time in writing.

D. **Method of Payment:** Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by this Lease. Time is of the essence for the payment of rent (strict compliance with rental due dates is required). Tenant must pay all rent by check, money order, cashier's check, or other means acceptable to Landlord. If multiple Tenants occupy the

(TAR-2001) 10-01-97 Initialed for Identification by Tenants: R. A. M. and Landlord: BB

Page 1 of 8

Residential Lease concerning 3301 Palm Valley Blvd.

Property, Landlord may require Tenants to pay monthly rents by one check or draft. By providing written notice to Tenant, Landlord may require Tenant to pay the amounts due under this Lease by certified funds.

- E. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (such as pool or tennis courts).
- F. Rent Increases: There will be no rent increases through the Termination Date. If this Lease is renewed automatically on a month-to-month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the 30th day after the notice is provided.
6. LATE CHARGES: If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of \$25.00 plus additional late charges of \$5.00 per day thereafter until rent is paid in full. If Landlord receives the monthly rent by the 5th day of the month, Landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent (including reporting late payments to consumer reporting agencies).
7. RETURNED CHECKS: Tenant will pay \$25.00 (not to exceed \$25) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment.
8. APPLICATION OF FUNDS: Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent regardless of any notations on a check.
9. PETS: THERE WILL BE NO PETS, unless authorized by a separate written pet agreement. Tenant must not permit any pet, including mammals, reptiles, birds, fish, rodents, or insects on the Property, even temporarily, unless otherwise agreed by a separate written pet agreement. If Tenant violates the pet restrictions of this Lease, Tenant will pay Landlord a fee of \$0.00 per day per pet for each day Tenant violates the pet restrictions as additional rent for any unauthorized pet. Landlord may remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized pet. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized pet. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any unauthorized pet and for all costs Landlord may incur in removing or causing any unauthorized pet to be removed.
10. DELAY OF OCCUPANCY: If Tenant is unable to occupy the Property on the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Landlord will not be liable to Tenant for such delay and this Lease will remain enforceable. Landlord will abate rent on a daily basis during any delay. If Tenant is unable to occupy the Property after the third (3rd) day after the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Tenant may terminate this Lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. These conditions do not apply to any delay in occupancy caused by cleaning or repairs.
11. SECURITY DEPOSIT:
- A. Security Deposit: Upon execution of this Lease, Tenant will pay a security deposit to Landlord in the amount of \$750.00. "Security deposit" has the meaning assigned to that term in §92.102 of the Texas Property Code. No interest will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest bearing account and any interest earned will be paid to Landlord or Landlord's representative. Notice: §92.108 of the Texas Property Code provides that Tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent. Bad faith violations of §92.108 may subject Tenant to liability up to three times the rent wrongfully withheld and the Landlord's reasonable attorney's fees.
- B. Refund: Subchapter C of Chapter 92 of the Texas Property Code governs the obligations of the parties regarding the security deposit. Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to refund or account for the security deposit. Notice: The Texas Property Code does not obligate Landlord to return or account for the security deposit until 30 days after Tenant surrenders the Property (vacating and returning all keys and access devices) and gives Landlord a written statement of Tenant's forwarding address.
- C. Deductions:
- (1) Landlord may deduct reasonable charges from the security deposit for:
- (a) unpaid or accelerated rent;

Residential Lease concerning 3301 Palm Valley Blvd.

- (b) late charges;
- (c) unpaid utilities;
- (d) costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
- (e) pet violation charges;
- (f) replacing unreturned keys, garage door openers or other security devices;
- (g) the removal of unauthorized locks or fixtures installed by Tenant;
- (h) insufficient light bulbs;
- (i) packing, removing, and storing abandoned property;
- (j) removing abandoned or illegally parked vehicles;
- (k) costs of reletting, if Tenant is in default;
- (l) attorney fees and costs of court incurred in any proceeding against Tenant;
- (m) any fee due for early removal of an authorized keybox; and
- (n) other items tenant is responsible to pay under this Lease.

(2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten (10) days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

12. **UTILITIES:** Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, and cable television) except the following which will be paid by Landlord: None

Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on (if available) at all times this Lease is in effect: gas; electricity; water; wastewater; and garbage services. If Tenant fails to do so, Tenant will be in default.

13. **USE AND OCCUPANCY:**

A. **Occupant:** Tenant may use the Property as a private dwelling only. If Tenant fails to occupy and take possession of the Property within five (5) days of the Commencement Date, Tenant will be in default. The only persons Tenant may permit to reside in the Property during the term of this Lease will be (include names of all occupants): Ruth Anne McCune, Marvin McCune, Annette McCune, Michele McCune, Morgan Sprinkle and Adam Sprinkle. Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home or work) no later than five (5) days of any change. Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will pay any fines or other charges assessed against Tenant or Landlord for violations by Tenant of any owners' association rule or restrictive covenant.

B. **Prohibitions:** Tenant may not permit any part of the Property to be used for:

- (1) any activity which is a nuisance, offensive, noisy, or dangerous;
- (2) the repair of any vehicle;
- (3) any business of any type, including child care;
- (4) any activity which violates any applicable owners' association rule or restrictive covenant;
- (5) any illegal or unlawful activity; or
- (6) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Property.

C. **Guests:** Tenant may not permit any guest to stay on or in the Property longer than the lesser of:

- (1) the amount of time permitted by any owners' association rule or restrictive covenant; or
- (2) 14 days without Landlord's written permission.

14. **VEHICLES:** Tenant may not permit more than 8 vehicles (including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, and boats) on the Property unless authorized by Landlord in writing. Tenant may not park any vehicles in the yard. Tenant may not store any vehicles on or adjacent to the Property or on the street in front of the Property. Landlord may tow, at Tenant's expense, any improperly parked or inoperative vehicle on or adjacent to the Property in accordance with applicable state and local laws.

15. **ACCESS BY LANDLORD:** Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period. If Tenant fails to permit reasonable access under this paragraph, Tenant will be in default. Landlord or anyone authorized by Landlord may enter the Property by reasonable means at reasonable times without notice to:

- A. inspect the Property for condition;
- B. make repairs;

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and Landlord

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Residential Lease concerning 3301 Palm Valley Blvd.

- C. show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- D. exercise a contractual or statutory lien;
- E. leave written notices; or
- F. seize nonexempt property after default.

16. KEYBOX AUTHORIZATION:

- A. NOTICE: A keybox is a locked container in which a key to the Property is placed. The keybox may be placed on the Property and opened with a special key, combination, or electronic card. Keyboxes make it more convenient for the Property to be shown or repaired. All persons who have the special keys, combinations, or cards may have access to the Property. The use of a keybox involves risk (such as unauthorized entry, property damage, or personal injury). If a keybox is authorized Tenant should: (i) safeguard and/or remove all jewelry and valuables; (ii) discuss advantages and disadvantages of the keybox with real estate professionals, insurance agents, or attorneys; and (iii) obtain personal property insurance. Check one:

☐ (1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place a keybox with a key on the Property during the last _____ days of this Lease or any renewal.

☒ (2) Tenant does not authorize a keybox to be placed on the Property.

- B. If a keybox is authorized, Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of _____ N/A as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and the required fee.

- C. Landlord, Landlord's property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by the negligence of Landlord, Landlord's property manager, or Landlord's broker. Tenant assumes all risk of any loss, damage, or injury.

17. MOVE-IN CONDITION: Tenant has inspected and accepts the Property AS IS except for conditions materially affecting the safety or health of ordinary persons or unless expressly noted otherwise in this Lease. Landlord has made no express or implied warranties as to the condition of the Property and no agreements have been made regarding future repairs unless specified in this Lease. Tenant will complete an Inventory and Condition Form, noting any defects or damages to the Property, and deliver it to Landlord within 48 hours after the Commencement Date. Tenant's failure to timely deliver the Inventory and Condition Form will be deemed as Tenant's acceptance of the Property in a clean and good condition. The Inventory and Condition Form is not a request for maintenance or repairs. Tenant must direct all requests for repairs in compliance with paragraph 20.

18. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY: Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property or belongings. If Tenant leaves any personal property or belongings in the Property after Tenant surrenders possession of the Property, all such personal property or belongings will be forfeited to and become the property of Landlord. "Surrender" means vacating the Property and returning all keys and access devices to Landlord.

19. PROPERTY MAINTENANCE:

- A. Tenant's General Responsibilities: Tenant, at Tenant's expense must:

- (1) keep the Property clean and sanitary;
- (2) promptly dispose of all garbage in appropriate receptacles;
- (3) supply and change heating and air conditioning filters at least once a month;
- (4) supply and replace light bulbs and smoke detector batteries;
- (5) promptly eliminate any dangerous condition on the Property caused by Tenant or Tenant's guests;
- (6) take precautions to prevent broken water pipes due to freezing;
- (7) replace any lost or misplaced keys;
- (8) pay any periodic, preventive, or additional extermination costs desired by Tenant; and
- (9) promptly notify Landlord of all needed repairs,

- B. Yard Maintenance: ☐ Landlord ☒ Tenant is responsible for all yard maintenance and will use reasonable diligence in maintaining the yard. "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association. "Yard maintenance" means such things as, but is not limited to mowing, fertilizing, trimming, and control of yard pests. Landlord, at Landlord's discretion, will be responsible for treatment

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for wood-destroying insects, if any. If Landlord maintains the yard, Tenant will permit Landlord and Landlord's contractors reasonable access to all parts of the yard and will remove any pet from the yard at appropriate times. Tenant will water the yard at reasonable and appropriate times.

- C. Pool or Spa Maintenance: ☐ Landlord ☒ Tenant Is responsible for all pool or spa maintenance and will use reasonable diligence in maintaining the pool or spa. "Pool or spa maintenance" means cleaning, sweeping, and applying appropriate chemicals. Tenant will maintain proper water heights in the pool or spa. If Landlord maintains the pool or spa, Tenant will permit Landlord and Landlord's contractors reasonable access to the pool or spa and will remove any pet in the yard in which the pool or spa is located at appropriate times.
- D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke detectors, locks, alarm systems, cables, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this Lease, or in writing by Landlord, Tenant may NOT:
- (1) remove any part of the Property or any of Landlord's personal property from the Property;
 - (2) remove, change, or rekey any lock;
 - (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
 - (4) permit any water furniture on the Property;
 - (5) install new or additional telephone or television cables, outlets, antennas, satellite receivers, or alarm systems;
 - (6) replace or remove carpet, paint, or wallpaper;
 - (7) install or change any fixture;
 - (8) keep or permit any hazardous material on the Property such as flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased;
 - (9) dispose of any environmentally detrimental substance (e.g., motor oil or radiator fluid) on the Property;
 - (10) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Property or Tenant's interest in this Lease.

20. REPAIRS:

- A. Repairs to be Paid by Tenant: Tenant will pay Landlord or any repairman Landlord directs Tenant to pay the cost to repair:
- (1) a condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant;
 - (2) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively service the property;
 - (3) damage to doors, windows, or screens; and
 - (4) damage from windows or doors left open.
- B. Repairs to be Paid by Landlord: Landlord will pay the cost to repair:
- (1) a condition caused by the Landlord or the negligence of the Landlord;
 - (2) wastewater stoppages or backups caused by deterioration, breakage, roots, ground condition, faulty construction, or malfunctioning equipment; and
 - (3) a condition that is not Tenant's obligation to pay under paragraph 20A and that adversely affects the health or safety of an ordinary tenant.
- C. Items Not to be Repaired: Landlord does not warrant and will not repair or replace the following:
House is leased "as is, where is"
- D. All other repairs: Except for repairs under paragraphs 20A, 20B, and 20C, Tenant will pay Landlord or any repairman Landlord directs Tenant to pay, the first \$1,000.00 of the cost to repair any condition in need of repair, and Landlord will pay the remainder.
- E. Repair Requests and Completion of Repairs: Subchapter B of Chapter 92 of the Texas Property Code governs the rights and obligations of the parties regarding repairs. All requests for repairs must be in writing and delivered to Landlord. Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of repairmen, will be at Landlord's sole discretion. Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code. Landlord may require advance payment of repairs for which Tenant is liable. If Tenant fails to promptly reimburse Landlord any repair costs that Tenant is obligated to pay, Tenant will be in default. If Tenant is delinquent in rent at the time the repair notices are given, Landlord is not obligated to make the repairs.

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- F. Trip Charges: If Landlord or a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant shall pay any trip charges incurred.

21. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

- A. Subchapter D of Chapter 92 of the Texas Property Code requires the Property to be equipped with certain types of locks and security devices and will govern the rights and obligations of the parties regarding security devices. "Security device" has the meaning assigned to that term in §92.151 of the Texas Property Code. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant will be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.
- B. If required by Subchapter D of Chapter 92 of the Texas Property Code, Landlord has rekeyed the security devices on the Property since the date the last tenant vacated the Property or will rekey the security devices no later than seven (7) days after Tenant moves into the Property.

22. SMOKE DETECTORS: Subchapter F of Chapter 92 of the Texas Property Code requires the Property to be equipped with smoke detectors in certain locations and will govern the rights and obligations of the parties regarding smoke detectors. Requests for additional installation, inspection, or repair of smoke detectors must be in writing. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2811 of the Texas Property Code.

23. LIABILITY: Unless caused by Landlord's negligence, Landlord is NOT responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (e.g., carbon monoxide, asbestos, radon, lead-based paint, etc.), or other occurrences or casualty losses. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by the negligence or by the improper use by Tenant, Tenant's guests, family, or occupants. NOTICE: Tenant should secure Tenant's own insurance coverage for protection against such liabilities and losses.

24. DEFAULT AND ACCELERATION OF RENTS: If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to timely pay all rents due under this Lease or otherwise fails to comply with this Lease, for any reason, Tenant will be in default and Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least three (3) days written notice. Notice may be by any means permitted by §24.005 of the Texas Property Code (such as mail, personal delivery, affixing notice to inside of main door). If Tenant breaches this Lease, all rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly. Unpaid rent and unpaid damages are reportable to credit reporting agencies. If Tenant breaches this Lease, Tenant will be liable for:

- A. any lost rent;
- B. Landlord's cost of reletting the Property including brokerage fees, advertising fees, and other fees necessary to relet the Property;
- C. repairs to the Property for use beyond normal wear and tear;
- D. all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
- E. all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges; and
- F. any other recovery to which Landlord may be entitled by law.

25. ABANDONMENT: If Tenant abandons the Property, Tenant will be in default. "Abandon" means Tenant fails to comply with any provision of this Lease and is absent from the Property for five (5) consecutive days.

26. HOLDOVER: If Tenant fails to vacate the Property on or before the Termination Date of this Lease or at the end of any renewal period, Tenant will pay rent for the holdover period and indemnify Landlord and/or prospective tenants for damages, including lost rent, lodging expenses, and attorneys' fees. In the event of holdover, Landlord at Landlord's option may extend this Lease up to one month by notifying Tenant, in writing. Rent for any holdover period will be two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

27. RESIDENTIAL LANDLORD'S LIEN: Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C of Chapter 54 of the Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for

Residential Lease concerning 3301 Palm Valley Blvd.

packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045 of the Texas Property Code.

28. **ASSIGNMENT AND SUBLETTING:** Tenant may not assign or sublet the Property without Landlord's written consent. An assignment or subletting of the Property without Landlord's written consent is voidable by Landlord. Under no circumstances will Tenant be released from Tenant's obligations in this Lease by virtue of an assignment or sublease.

29. **SUBORDINATION:** This Lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:

- A. any lien or encumbrance now or hereafter placed on the Property by Landlord;
- B. all advances made under any such lien or encumbrance;
- C. the interest payable on any such lien or encumbrance;
- D. any and all renewals and extensions of any such lien or encumbrance;
- E. any restrictive covenant; and
- F. the rights of any owners' association affecting the Property.

NOTICE: Landlord's broker or any other broker to this transaction has NOT received any notice nor has any knowledge that Landlord is delinquent in payment of any lien against the Property or that the Property is posted for foreclosure.

30. **CASUALTY LOSS OR CONDEMNATION:** Section 92.054 of the Texas Property Code governs the rights and obligations of the parties regarding any casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be the sole property of Landlord. For the purpose of this Lease, any condemnation of all or a part of the Property is a casualty loss.

31. **MILITARY:** If Tenant is or becomes a member of the Armed Forces on active duty and receives change of station orders to leave the county in which the Property is located and Tenant is not in default of this Lease, Tenant may terminate this Lease by giving Landlord thirty (30) days written notice and a certified copy of the military orders. Military orders authorizing base housing do not constitute grounds for termination unless specifically waived.

32. **SPECIAL PROVISIONS:**

House is leased in "as is" condition without any expressed or implied warranty.
If children are cared for on the property, they must be the children of family members or family friends. Landlord and landlord's representatives recommend no child care on the property and are specifically excluded from any liability issues arising from any child care activity on the property.
Tenant acknowledges that rural lands and homes thereupon may by their very nature pose dangers for children and adults. Therefore, landlord shall not be liable for any situation or problem which is not caused as a direct result of landlord's gross negligence.

33. **ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Lease is entitled to recover prejudgment interest, attorney's fees, and all other costs of litigation from the nonprevailing party.

34. **REPRESENTATIONS:** Tenant's statements in this Lease and any Application for Rental are material representations relied upon by Landlord. Each party signing this Lease states that he or she is of legal age to enter into a binding contract. If Tenant makes any misrepresentation in this Lease or in any Application for Rental, Tenant is in default.

35. **ADDENDA:** Incorporated into this Lease are the following addenda or other information:

- ☒ A. Addendum Regarding Lead-Based Paint;
- ☐ B. Landlord's Rules and Regulations or Instructions;
- ☐ C. Owners' Association Rules;
- ☒ D. Pet Agreement;
- ☐ E. Application for Rental;
- ☐ F. Lease Guaranty;
- ☐ G. Agreement Between Brokers;
- ☐ H. Inventory and Condition Form;
- ☒ I. (Other) Pamphlet: "Protect Your Family From Lead In Your Home"

Residential Lease concerning 3301 Palm Valley Blvd.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease, its renewal, or its termination is binding on all Tenants executing this Lease.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Lease.
- E. Severable Clauses: Should any clause in this Lease be found invalid or unenforceable by a court of law, the remainder of this Lease will not be affected and all other provisions of this Lease will remain valid and enforceable.
- F. Waiver: Landlord's past delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed to be a waiver of any other breach by Tenant or any other term, condition, or covenant in this Lease.

37. NOTICES: All notices under this Lease must be delivered to Tenant at the Property address and to Landlord or Landlord's representative at:

- ☒ A. the address specified in paragraph 5(c);
- ☐ B. _____

The terms of this Lease are negotiable among the parties. This is intended to be a legal agreement binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord	<u>Bison Brumma MATEJAKS Ltd</u>	Date	<u>4-5-02</u>
Tenant	<u>Ruth Anne McCune & Marvin McCune</u>	Date	<u>4-5-02</u>
Landlord	<u>[Signature]</u>	Date	<u>4-10-02</u>
Tenant	<u>[Signature]</u>	Date	<u>4-5-02</u>
By	<u>[Signature]</u>		
as	<u>President</u>	for Landlord	
Tenant		Date	
Tenant		Date	



TEXAS ASSOCIATION OF REALTORS[®] PET AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS[®] IS NOT AUTHORIZED.
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ADDENDUM TO RESIDENTIAL LEASE AGREEMENT CONCERNING THE PROPERTY AT 3301 Palm Valley Blvd.

Williamson County (city) Texas (street address)
Bison Building Materials, LTD. (zip code) between
(Landlord) and Ruth Anne McCune & Marvin McCune
(Tenant).

A. **CONDITIONAL AUTHORIZATION:** Landlord authorizes Tenant to keep any pet described in paragraph B of this Pet Agreement on the above-referenced Property until the above-referenced Lease (the Lease) terminates. Landlord, in Landlord's sole discretion, may terminate this authorization at any time if Tenant's right of occupancy is lawfully terminated or if Tenant, Tenant's guest, or other occupant violates the pet rules described in paragraph E of this Pet Agreement.

B. **DESCRIPTION OF PET:** No pet, including mammals, reptiles, birds, fish, rodents, or insects, may be kept on the Property unless it is specifically described in this paragraph.

Type: Dog Breed: Blue Heeler Color: _____
Weight: _____ Age: _____ Gender: _____
Neutered? Yes Declawed? _____ Name of Pet: _____
Name of Owner: Marvin & Ruth Anne McCune Rabies Shot Current?: _____

Type: Dog Breed: Mixed Color: _____
Weight: _____ Age: _____ Gender: _____
Neutered? Yes Declawed? _____ Name of Pet: _____
Name of Owner: Marvin & Ruth Anne McCune Rabies Shot Current?: _____

Other (e.g. fish, birds, reptiles, etc.) and explain manner in which kept: _____

C. **CONSIDERATION:** In consideration for Landlord's authorization to Tenant to keep any pet described in paragraph B on the Property, (Check (1), (2), or (3), or any combination):

☒ (1) Tenant will pay to Landlord an additional amount of \$0.00 upon execution of this Pet Agreement as an increase in the security deposit. The increase in the security deposit is not refundable prior to the surrender of the Property by all Tenants, even if the pet has been removed. Refund of the security deposit is subject to all of the terms and conditions set forth in the Lease.

☒ (2) the total monthly rent in the Lease is increased to \$750.00.

☒ (3) Tenant will pay to Landlord a non-refundable fee in the amount of \$0.00 upon execution of this Pet Agreement.

D. **LIABILITY:** Tenant is responsible and liable for any damage to the Property caused by any pet. Tenant will pay all reasonable and necessary costs to clean, deodorize, deflea, and repair the carpets, doors, walls, draperies, wallpaper, windows, screens, furniture, appliances, sod, fences or walls, landscaping, and any other part of the Property. Tenant is liable for any personal injuries or property damage to others caused by any pet. Tenant indemnifies and holds Landlord harmless for all damages, costs of litigation, and attorney's fees for any action brought by any person against Landlord related to any act of any pet. Each Tenant who signs this Pet Agreement is jointly and severally liable for any damages or obligations under this Pet Agreement, regardless of who owns the pet(s).

(TAR-2004) 10-01-97 Initialed for Identification by Tenants: LA A M and Landlord: [Signature]

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Printed 04-01-2005

Pet Agreement Concerning 3301 Palm Valley Blvd.

(Property Address)

E. PET RULES: Tenant is responsible for all actions of the pet(s) and will abide by the following.

- (1) No pet may disturb the rights, comforts, or conveniences of other persons near the Property.
- (2) When outside, any pet must be confined by fences or leashes under Tenant's supervision at all times.
- (3) No pet may be tied to any fixed object on the Property.
- (4) Tenant must promptly remove any pet waste from the Property including the yard.
- (5) Tenant must immediately remove any pet offspring from the Property.
- (6) Any pet, other than a dog or cat, must be caged at all times.
- (7) Tenant must comply with all applicable statutes, ordinances, restrictions, owners' association rules, and other enforceable regulations regarding pets in effect or as amended.
- (8) Tenant must keep rabies shot current.
- (9) Tenant must abide by any amendment to these pet rules after Landlord provides written notice of such amendment to Tenant.

F. VIOLATION OF PET RULES: If any pet rule or any provision of this Pet Agreement is violated by Tenant, Tenant's guests, or other occupants, Tenant will, upon receiving written notice from Landlord, immediately and permanently remove all pets from the Property. Landlord may remove or cause to be removed any pet which is in violation of this Pet Agreement, not confined, or not authorized by this Pet Agreement and deliver such pet to appropriate local authorities by providing Tenant with at least 24-hour written notice of Landlord's intent to remove the pet. Landlord may report any non-confined or unauthorized pets to the appropriate authorities. Tenant is responsible for any cost incurred by Landlord in removing or causing any pet to be removed. Landlord is not liable or responsible for any harm, injury, sickness or death of any pet which is removed pursuant to this paragraph.

G. ACCESS BY LANDLORD: Tenant must remove or kennel any pet at any time that the pet is likely to limit or prohibit Landlord reasonable access to the Property as authorized by the Lease. During the last 30 days of the Lease or any renewal period, Tenant must remove or kennel any pet that is likely to limit or prohibit the showing of the Property to prospective tenants or purchasers.

H. SPECIAL PROVISIONS:

I. GENERAL: This Pet Agreement contains the entire agreement of the parties and both parties acknowledge that no other oral or written agreements relate to the pet(s). This Pet Agreement may only be modified in writing.

The terms of this Pet Agreement are negotiable among the parties. This is intended to be a legal agreement, binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this Agreement, consult your attorney BEFORE signing.

Brian Brummett Moten
Landlord
Date

Marvin McCune
Tenant Ruth Anne McCune & Marvin McCune
Date 4-5-02

4/10/02
Landlord
Date

Ruth Anne McCune
Tenant
Date 4-5-02

By [Signature]
as Plaintiff for Landlord

Tenant
Date

Tenant
Date

(TAR-2004) 10-01-97



TEXAS ASSOCIATION OF REALTORS®

ADDENDUM REGARDING LEAD-BASED PAINT

§1018, Residential Lead-Based Paint Hazard Reduction Act
For use in the lease of any residential property built before 1978.

ADDENDUM TO RESIDENTIAL LEASE AGREEMENT CONCERNING THE PROPERTY AT 3301 Palm Valley Blvd.

Williamson County

(city) Texas

(street address)

(zip code)

A. LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

B. DISCLOSURE:

(1) Presence of lead-based paint and/or lead-based paint hazards: [Check (a) or (b)]

☐ (a) Landlord knows of the following lead-based paint and/or lead-based paint hazards in the Property: _____

☒ (b) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property (This is not a representation that the Property is free of lead-based paint but is only a statement of Landlord's knowledge).

(2) Records and reports available to Landlord: [Check (a) or (b)]

☐ (a) Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property which are listed here: _____

☒ (b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. TENANT'S ACKNOWLEDGEMENT: [Tenant is to initial]

Tenant has received copies of all information listed in Paragraph B(2)(a).

Tenant has received the pamphlet entitled Protect Your Family from Lead in Your Home.

D. AGENTS' ACKNOWLEDGEMENT: Broker/Agent(s) have informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and are aware of his/her responsibility to ensure compliance. Landlord must provide the tenant with the federally approved pamphlet on lead poisoning prevention, complete this addendum, disclose any known lead-based paint and/or hazard in the Property, and deliver all records and reports to Tenant pertaining to lead-based paint and/or hazards in the Property. [All Brokers/Agents are to initial]

E. CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Bruce Brummett Mastermind Ltd
Landlord _____ Date _____

Ruth Anne McCune
Tenant Ruth Anne McCune _____ Date 4-5-02

7-10-02
Landlord _____ Date _____
By [Signature]
as President for Landlord

Marvin McCune
Tenant Marvin McCune _____ Date 4-5-02

Listing Broker/Agent _____

Date _____

Other Broker/Agent _____

Date _____

(TAR-2008) 10-01-97

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Printed 04-04-2002

Story Round Rock

DAK 0015 DBFI

0004

Received on _____ (date) at _____ (time)



TEXAS ASSOCIATION OF REALTORS® APPLICATION FOR RENTAL

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Property Address _____
Contemplated Lease Term _____ Contemplated Move-In Date _____

How was Applicant referred to Landlord? ☐ Real Estate Company (name and agent's name) _____
at (phone) _____ ☒ Newspaper (name) _____ ☐ Just stopped by ☐ Sign ☐ Other (explain) _____

APPLICANT

Round Rock Leader

1. Name: **Marvin McCune**
Phone: (hm) **248-9637** (wk) **244-1400**
Soc. Sec. # **509-50-5637** Date of Birth **4-1-44**
Driver Lic. **18-39081** State: **TX**

2. List All Residences For Last 2 Years (start with current residence):

Address: **2296B Misty Morning**
City, St, Zip: **Round Rock TX 78664**
Move-In Date: **2-1-96** Move-Out Date: **12-1-94**
Landlord or Manager: **Craig Anderson**
Phone: **713-281-7198** Rent \$ **625**

Address _____ Apt. _____
City, St, Zip _____
Move-In Date _____ Move-Out Date _____
Landlord or Manager: _____
Phone: _____ Rent \$ _____

Address _____ Apt. _____
City, St, Zip _____
Move-In Date _____ Move-Out Date _____
Landlord or Manager: _____
Phone: _____ Rent \$ _____

3. Current Employer: **J.C. Evans Const., Inc.**
Address: **Leander TX**
Supervisor's Name: **Terry Mischek**
Phone: **244-1400** Mo. Income: **3000**
Position: **Truck driver**
Length of Employment: **5 1/2 yrs.**

Previous Employer: **Major Downs**
Address: **Manor TX**
Supervisor's Name: _____
Phone: _____ Mo. Income: _____
Position: **Security Guard**
Dates of Employment: _____ (begin) _____ (end)

4. Bank at which checking account is located: **Regions Bank** Phone _____ Acct No. _____
Bank at which savings account is located: **Regions Bank** Phone _____ Acct No. _____

CO-APPLICANT

1. Name: **Ruth Anne McCune**
Phone: (hm) **248-9637** (wk) **same**
Soc. Sec. # **511-42-2494** Date of Birth **1-15-42**
Driver Lic. **18-10116** State: **TX**

2. List All Residences For Last 2 Years if different from Applicant (start with current residence):

Address _____ Apt. _____
City, St, Zip _____
Move-In Date _____ Move-Out Date _____
Landlord or Manager: _____
Phone: _____ Rent \$ _____

Address _____ Apt. _____
City, St, Zip _____
Move-In Date _____ Move-Out Date _____
Landlord or Manager: _____
Phone: _____ Rent \$ _____

Address _____ Apt. _____
City, St, Zip _____
Move-In Date _____ Move-Out Date _____
Landlord or Manager: _____
Phone: _____ Rent \$ _____

3. Current Employer: **Self-employed**
Address: _____
Supervisor's Name: _____
Phone: _____ Mo. Income: **1500**
Position: **daycare provider**
Length of Employment: **16 yrs.**

Previous Employer: **ABC Childcare**
Address: **Andover KS**
Supervisor's Name: _____
Phone: _____ Mo. Income: _____
Position: **daycare provider**
Dates of Employment: _____ (begin) _____ (end)

(TAR-2003) 10-01-97

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Application for Rental Concerning _____

(Property Address)

5. Name all other persons who will occupy the Property:

Name Annette McCune

Name _____

Relationship Daughter

Age 37

Relationship _____

Age _____

Relationship _____

Age _____

6. Will any waterbeds or water filled furniture be in the Property? ☐ Yes ☒ No

Will any occupant smoke in the dwelling? ☐ Yes ☒ No Will Applicant maintain a renter's insurance policy? ☐ Yes ☒ No

7. List all vehicles to be parked on the Property (cars, trucks, trailers, recreational vehicles, motorcycles, boats, etc.):

Type Chevrolet

Year 1995

Make Tahoe

License No./State F85HRL

Type Ford

Year 1985

Make Blazer

License No./State U209ET

Type Ford

Year 1986

Make Explorer

License No./State VSP41B

8. Will there be any pets on the Property? ☒ Yes ☐ No

Type outside dogs

Breed: blue heeler, mixture

Number of Pets 2

Weight: _____

Age: _____

Gender: _____

Neutered? yes

Declawed? _____

Rabies Shot Current? _____

Other (e.g. fish, birds, reptiles, etc.) and explain manner in which kept: _____

9. Write Yes (Y) or No (N): Has Applicant or any other occupant ever been evicted? N; filed bankruptcy? N; lost property due to foreclosure? N; had any credit problems? N; been convicted of a felony? N. If the answer to any of the preceding questions is Yes, explain (attach additional sheets if necessary)

10. If Applicant is a member of the Armed Forces: Has Applicant requested or received military orders transferring Applicant within one year? ☐ Yes ☒ No Is Applicant presently serving temporary orders limiting Applicant's stay to one year or less? ☐ Yes ☒ No

11. Will any person be signing a Lease Guaranty? ☐ Yes ☐ No Name _____

Relationship _____

Phone (hm) _____

(wk) _____

(fax) _____

Address _____

City, State, Zip _____

12. In case of emergency, notify Kent McCune

Relationship Son

Address 4841 W. 59th Avenue

Phone (hm) 785-776-7067

(wk) 785-776-7067

City, State, Zip Manhattan KS 66503

13. Additional Information _____

Representation: Applicant and Co-Applicant represent that the above statements are true and complete. Providing false information is grounds for rejection, termination of a lease, and retention of money tendered to Landlord as liquidated damages.

Authorization: Applicant and Co-Applicant authorize Landlord or Landlord's broker to: (1) obtain a copy of any consumer or credit report related to this application; and (2) verify any rental history, employment history, or any other information related to this application; and (3) discuss information in the consumer report with Landlord and Landlord's broker.

Fees and Deposits: Applicant has submitted with this Application the following to Landlord:

- ☐ (a) a non-refundable fee of _____ to Landlord for processing and reviewing this Application.
- ☐ (b) a non-refundable fee of _____ for processing and reviewing information related to the lease guaranty.
- ☐ (c) an Application Deposit of _____ in accordance with the attached Agreement for Application Deposit.

Applicant's Signature Martin McCune

Co-Applicant's Signature Bethelaine McCune

FOR LANDLORD'S USE ONLY

1. Applicant was notified of ☐ approval; ☐ non-approval; on (date): _____ by ☐ telephone, ☐ U.S. Mail, ☐ fax, ☐ in person.

2. Names of persons to whom above notice was actually given _____

by _____

February 25, 2015

From:

Justin Johnson
6993 N. FM 486
Thorndale, Texas 76577
512-862-4419

To:

Bison Tract 79, Ltd.
c/o Steve Malachowski
3555 Lost Creek Blvd.
Austin, Texas 78735
512-358-0901

RE: 2015 Agricultural Lease-Farm #2295-Bison Tract (112+/- acres)
Williamson County Texas

This lease is between Justin Johnson, Tenant and Bison Tract 79, Ltd, Landlord, referring to the above-mentioned property. Landlord leases such property to Tenant for the purpose of cultivation of crops and Tenant leases the property from Landlord for such purpose.

The Tenant agrees to cultivate the property and will pay Landlord \$10.00 in rent for the year 2015. The Landlord agrees that the Tenant will be allowed to plant, cultivate, and harvest any and all crops during the year of 2015; provided, however that Landlord may terminate this lease at any time upon notice to Tenant upon the sale of the property if required by the purchaser of the property, and in such case this lease shall end immediately following the harvest of the crops which are already planted and under cultivation on the property, or the end of year 2015, whichever is sooner. Upon such notice Tenant shall cease any further planting. The Tenant agrees to allow the Landlord or its designees to access and/or survey the property at any time and to conduct any tests for the future development of the property.

Tenant:

Justin Johnson

Date

3-5-15

Landlord:

Steve Malachowski
Bison Tract 79, Ltd.

Date

2/25/15

By: MP Commercial Partners, LLC

By: Steve Malachowski, Manager